

Appendix G: Site Title Records

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ATTORNEYS AT LAW

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DAVID V. IGLIOZZI, ESQ., LL.M.*
JOHN F. REIS, ESQ., CPA**

April 28, 2003
David S. Glater, Esq.
Volpe National Transportation Systems Center
55 Broadway
Kendall Square
Cambridge, MA 02142

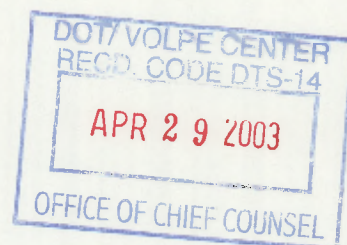
RE: Title Reports-Volpe Center

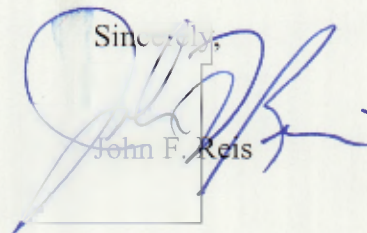
Dear David:

Enclosed please find the original and a copy of the title reports for the seven tracts that comprise the Volpe Center site in Kendall Square, Cambridge, Massachusetts. Also, enclosed is a report showing all transactions relating to the Land Disposition Contract dated June 13, 1966 between the Cambridge Redevelopment Authority and the United States of America, acting by and through NASA. Each title examination ran from January 1, 1966 through April 21, 2003 and was conducted at the Middlesex County (Southern) Registry of Deeds in Cambridge, Massachusetts.

Please call me if you have any questions or would like to discuss after you have had an opportunity to review.

enclosures



Sincerely,

John F. Reis

*Admitted R.I., Mass., and Wash. D.C. Bar

**Admitted Mass. Bar Only, Licensed CPA R.I. and Mass.

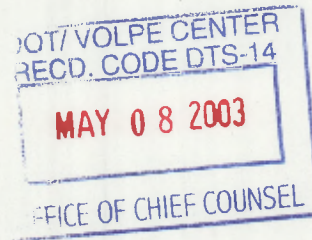
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DAVID V. IGLIOZZI, Esq., LLM*
JOHN F. REIS, Esq., CPA**



May 5, 2003
David S. Glater, Esq.
Volpe National Transportation Systems Center
55 Broadway
Kendall Square
Cambridge, MA 02142

Dear David:

Pursuant to your request, this is to clarify the note I included as the last paragraph of each Title Report on the various tracts that together comprise the Volpe Center's site in Kendall Square, Cambridge, Massachusetts. The note states:

"LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider any restrictions on the property as a result of the Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February, 1977, October, 1977, June, 1981, September, 1993 and September, 1997)."

As stated in this paragraph, my examination was limited to recorded documents on file at the Middlesex (Southern) Registry of Deeds. The Kendall Square Urban Renewal Plan and its amendments are not recorded in this Registry. Because the Plan is mentioned in the deeds that I reviewed and cited in my Reports, ordinarily I would have included a reference to the Plan (as amended) in each report, along with a statement to the effect that the Plan has some potential applicability to the subject property. I would also have included a copy of the Plan, as amended to date, with each Report.

You have indicated to me that you are fully apprised of the existence of the Kendall Square Renewal Plan, as amended, and therefore that there was no need for my Reports to reference or attempt to evaluate the impact of the Plan on the properties. I included the above-quoted note to alert third parties who may rely on my Reports to this limitation on the scope of my review. In any event, it would be beyond the scope of a standard Title Report to provide the full legal analysis necessary to opine on this question.

I trust this explanation meets your needs. Please feel free to call me to discuss this further if you would like.

Sincerely,

John F. Reis

*Admitted R.I., Mass., and Wash. D.C. Bar

**Admitted Mass. Bar Only, Licensed CPA R.I. and Mass.

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF:

April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT:

David S. Glater, Esq.
U. S. Department of Transportation

AGREEMENT BETWEEN:

United States of America and
the Cambridge Redevelopment Authority.

AGREEMENT:

Land Disposition Contract dated June
13, 1966 and recorded June 14, 1966
at 10:03 AM in Book 11137 at
Page 315 of the Middlesex County
(Southern) Registry of Deeds.

AMENDMENTS AND SUPPLEMENTS:

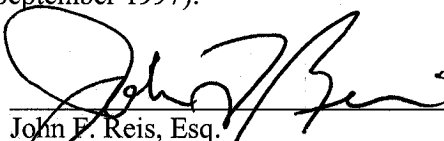
Supplement No. 2 dated July 7, 1976 and recorded July 7, 1976 at 1:12 PM in Book 13011 at Page 268 of
the Middlesex County (Southern) Registry of Deeds.

OTHER RECORDED DOCUMENTS:

None

LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents
at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider the
Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February,
1977, October, 1977, June, 1981, September, 1993 and September 1997).



John F. Reis, Esq.
Title Counsel/Title Examiner

SUPPLEMENT NO. 2, dated July 7, 1976, to the Land Disposition Contract, dated June 13, 1966, by and between CAMBRIDGE REDEVELOPMENT AUTHORITY ("Agency") and the UNITED STATES OF AMERICA ("Government"), then acting by and through the National Aeronautics and Space Administration ("NASA") and now acting by and through the Department of Transportation.

WITNESSETH THAT:

WHEREAS, the Government undertook, pursuant to the Land Disposition Contract, as amended by Supplement No. 1 thereto dated September 23, 1969, to acquire the Property (as therein described and defined) situated within the Kendall Square Urban Renewal Project Area (as therein defined) and to redevelop the Property pursuant to the approved Urban Renewal Plan (as therein defined) as a NASA Electronics Research Center (as therein described); and

WHEREAS, on December 29, 1969, prior to the acquisition of all of the Property by the Government and prior to the completion of the Government's redevelopment of said Center in accordance with the Land Disposition Contract, as amended, and the Contract Plans, as revised, the Government announced that, because of changed national priorities, the redevelopment of the Property by NASA as an Electronics Research Center would be terminated; and

WHEREAS, on March 25, 1970, the Government advised the Agency that the redevelopment of the Property by the Government would not be terminated in that a new Federal Government transportation research and development center, the Transportation Systems Center (TSC) of the Department of Transportation, would commence operations on July 1, 1970, on the portion of the Property then owned by the Government; and

WHEREAS, effective July 1, 1970, the portion of the Property then owned by the Government, including all improvements thereon, and the responsibility to act for the Government with respect to the Land Disposition Contract were transferred to the jurisdiction and control of the Department of Transportation (DOT), a department of the executive branch of the Government; and

WHEREAS, on July 1, 1970, the TSC commenced operations, as a transportation research and development center, on the portion of the Property then owned by the Government; and

WHEREAS, the Government has no present plans for the redevelopment of that portion of the Property bounded generally by Broadway, the Boston and Albany (Grand Junction Branch) Railroad, Binney Street, and Sixth Street, including the portion thereof between Broadway and Potter Street before the abandonment thereof by the City of Cambridge (herein, in its entirety, "former Sixth Street") although the Agency has cleared all of such portion in anticipation of the acquisition and redevelopment of such portion by the Government; and

WHEREAS, it is in the public interest that such portion of the Property be available for redevelopment for other uses consistent with community objectives and planning; and

WHEREAS, the Government and the Agency desire to amend the Land Disposition Contract as hereinafter provided so as, among other things, to redefine and redescribe the Property by excluding certain land therefrom and to provide for a reopening of the abandoned portion of former Sixth Street as a public way; and

WHEREAS, the Department of Housing and Urban Development has expressed its concurrence in the Agency's entering into this Supplement;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and the mutual obligations herein, does hereby covenant and agree with the other, as follows:

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1. Contemporaneously herewith, the Government has reconveyed to the Agency the portion of Tract No. 5 heretofore conveyed by the Agency to the Government and that portion of Tract No. 8 situated westerly of the easterly line of former Sixth Street; and the Agency has conveyed to the Government Tract No. 10 and that portion of Tract No. 3B situated easterly of the easterly line of former Sixth Street, prepared in accordance with the terms of Article II of the Land Disposition Contract, and all of the Agency's right, title and interest in and to the structure presently located on Tract No. 1 (sometimes identified as the "Sweetheart Cup Building"). In consideration thereof, the Agency has contemporaneously herewith paid to the Government the sum of \$57,300, which sum has been determined by General Services Administration, and concurred in by the Department of Housing and Urban Development and the Department of Transportation, to reflect the difference in values of the interests being reconveyed by the Government to the Agency and the interests being conveyed by the Agency to the Government, based upon the reuse of the respective premises subject to the applicable restrictions and controls of the Urban Renewal Plan without limitation for the use of any such premises for a research center or other facility of NASA or DOT.

2. The Land Disposition Contract is hereby amended:

(a) by redefining and redescribing the Property as presently defined and described in Exhibit A of the Land Disposition Contract so as to exclude therefrom all of the land bounded generally by Broadway, the Boston and Albany (Grand Junction Branch) Railroad, Binney Street and the easterly line of former Sixth Street, and so that the Property shall consist of Tracts Nos. 1, 2A, 2B, 3A, that portion of 3B east of the easterly side of former Sixth Street, 4, 6, that portion of 8 east of the easterly side of former Sixth Street and 10.

(b) by amending Section 2 of Article I and Exhibit C of the Land Disposition Contract so as to provide that the aggregate Purchase Price for the Property, as hereby redefined and redescribed, shall be \$1,572,850 less the amount payable by the Agency to the Government in accordance with Section 1 hereof, the receipt of all of which Purchase Price is hereby acknowledged by the Agency.

(c) by redefining any and all references in the Land Disposition Contract to any "tract" so as to mean only such Tracts as are included within the Property as hereby redefined and redescribed.

3. The Agency and the Government shall promptly and from time to time confer and reasonably cooperate in providing for the continuance or relocation of the steam line located within the Property and referred to in Section 2 of Article I of the Land Disposition Contract, and the Agency shall assist the Government to acquire, at the expense of the Government, the real estate bounded by Third, Potter, Fifth and Munroe Streets if and when its present use for utility purposes is terminated.

4. The Government hereby agrees that all or any part of the portion of former Sixth Street heretofore abandoned as a public way may be used as a public way and that the Government will not object to any municipal action taken for such purpose or claim any damages on account of any taking for such purpose.

5. Without limiting the provisions of Section 2 of Article VII of the Land Disposition Contract, the Government does hereby consent to an amendment of the Urban Renewal Plan (a) which shall

-3-

permit the Property to be used for the purpose of a transportation systems center of DOT, (b) which shall eliminate the use of any part of the Project Area as an Electronics Research Center of NASA as a permitted use, and (c) which may, at the Agency's election, extend the boundaries of the Project Area.

6. The Agency and the Government recognize that the Contract Plans (Development Proposal) referred to in the Land Disposition Contract and the Revised NASA Development Program referred to in Supplement No. 1, which contemplate the development of the Property for an Electronics Research Center of NASA and for which the Property was conveyed by the Agency to the Government, may not be appropriate, insofar as specific structures are concerned, for the future development of the Property by DOT. DOT may determine that the proper functioning of the TSC which occupies the Property requires development of the Property beyond that construction which is in progress or has been completed at this time. Accordingly, except as otherwise provided in the next paragraph, it is agreed that, prior to undertaking any further major development of the Property, DOT shall prepare and submit to the Agency for review and comment a master plan which shall be consistent with the Urban Renewal Plan, as amended, and based, in part, upon such reasonable standards and criteria as shall be developed and submitted by the Agency. All subsequent submissions of building plans and specifications and all subsequent building construction shall be in conformity with the master plan as then amended.

Until a master plan is developed, the Government may make necessary improvements to the Property pursuant to the procedures set forth herein, which shall supersede and replace the procedures set forth in paragraph 2 of Supplement No. 1:

(i) The Government shall keep the Agency informed of planning under way which may affect the exterior appearance of the buildings and/or landscaping, and further advise the Agency of the name of the architect-engineer firms contracted with by the Government for such designs.

(ii) After the Government has awarded a contract for such work, the Government shall invite the Agency to participate in periodic reviews at appropriate times in the sequence of the preparation, completion or revision of said work performed under the scope of services in order that the Agency may be assured that such work will be in conformance with the Revised NASA Development Program. Decisions or actions taken by the Government concerning the said work will take into account the comments of the Agency and the importance of coordinated design development for the entire TSC. It will be incumbent upon Agency representatives at the review meetings to approve or make comment at each successive stage of review.

(iii) Samples of proposed architectural materials affecting the exterior of buildings, as approved by the Government, shall be furnished to the Agency.

(iv) The Government shall give to the Agency ten (10) calendar days' prior written notice of its intent to deliver a submission for final review; and if such notice is so given, the Agency shall, to the extent and within the time periods set forth below, review each final submission expeditiously, in order that the Agency may be assured that each submission is in conformity with the Revised NASA Development Program, all Government submissions, and all reasonable explicit planning and design criteria previously published by the Agency:

-4-

(a) For Projects Estimated to Cost in Excess of One Million Dollars (\$1M)

The Agency shall furnish its comments to the Government within fifteen (15) days.

(b) For Projects Estimated to Cost One Million Dollars (\$1M) or Less

The Agency shall furnish its comments to the Government within seven (7) days.

The Government shall, as promptly as practicable, consider all comments submitted by the Agency, make such revision as may be deemed appropriate, and furnish copies of drawings and specifications covering the revised design features, together with remarks relative to the disposition of all review comments by the Agency.

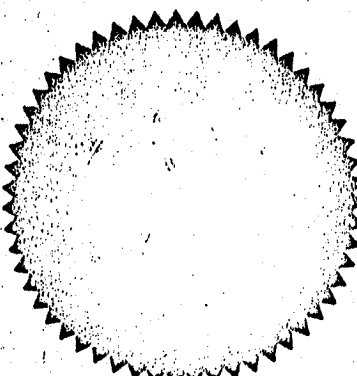
(v) The Government shall furnish to the Agency copies of all bid documents and addenda, all plans, drawings, and specifications as actually made part of any proposed or executed contract for construction and copies of any significant change in any thereof, affecting exteriors, landscaping, and entry ways used by the general public and visible from the outside.

WITNESS the execution hereof as an instrument under seal on or as of the day and year first above written.

UNITED STATES OF AMERICA
acting by and through

DEPARTMENT OF TRANSPORTATION


Attest:


William P. Davis
William P. Davis
Deputy Assistant
Secretary for
Administration

William S. Heffelfinger
By *William S. Heffelfinger*
William S. Heffelfinger
Assistant Secretary for
Administration

Attest:

CAMBRIDGE REDEVELOPMENT
AUTHORITY


Robert F. Rowland
Robert F. Rowland
Executive Director and
Secretary

Thomas J. Murphy
Thomas J. Murphy
Chairman

24 —

LAND DISPOSITION CONTRACT

THIS AGREEMENT, (hereinafter called "Agreement") made on or as of the 13th day of June, 1966, by and between the CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate of The Commonwealth of Massachusetts (hereinafter called "Agency"), having its office in the City of Cambridge, Commonwealth of Massachusetts, and the UNITED STATES OF AMERICA (hereinafter called "Government") acting by and through National Aeronautics and Space Administration, an agency of the United States, having its principal office in the City of Washington, District of Columbia (hereinafter called "NASA").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Massachusetts Housing Authority Law as set forth in Chapter 121 of the Massachusetts General Laws (Ter. Ed.), as amended, the Agency has undertaken a program for the clearance and reconstruction of a decadent and blighted area in the City of Cambridge (hereinafter called "City"), and is engaged in carrying out an urban renewal project known as the "Kendall Square Urban Renewal Area" Project, Project No. R-107 (hereinafter called "Project") in such area (hereinafter called the "Project Area") located in the City; and

WHEREAS, as of the date of this Agreement the Agency has prepared and adopted an urban renewal plan for the Project (hereinafter called the "Urban Renewal Plan") providing for the clearance, redevelopment and future uses of the Project Area, a copy of which Urban Renewal Plan has been filed in the office of the City Clerk of the City and a copy of which Urban Renewal Plan has been delivered to the Government; and

WHEREAS, the City Manager of the City, with the approval of the City Council, has under date of August 30, 1965 approved the Urban Renewal Plan, and the Division of Urban Renewal of the Massachusetts Department of Commerce and Development has under date of October 7, 1965 also approved the Urban Renewal Plan; and

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan, and particularly to make land in the Project Area available (after acquisition and clearance by the Agency) for redevelopment by a public entity for and in accordance with the uses specified in the Urban Renewal Plan, both the United States of America, acting by and through the Department of Housing and Urban Development, and the City have undertaken to provide, and have provided, substantial aid and assistance to the Agency through a Contract for Loan and Capital Grant, dated December 28, 1965 in the case of the United States of America, and a Cooperation Agreement, dated August 31, 1965 in the case of the City; and

WHEREAS, the Urban Renewal Plan contemplates, and the Agency and NASA desire to provide for, the development of a portion of the Project Area bounded generally by Broadway, the Boston & Albany (Grand Junction Branch) Railroad, Binney Street, Third Street, Munroe Street, Fifth Street, Potter Street and Third Street, as the site of an Electronics Research Center of NASA; and

WHEREAS, the Government desires to purchase the land described in Exhibit A annexed hereto and made a part hereof (hereinafter called the "Property") and to construct thereon an Electronics Research Center of NASA generally as shown in the site and other plans listed in Exhibit B annexed hereto and made a part hereof (hereinafter called the "Contract Plans"), copies of which have been delivered to and approved by the Agency; and

WHEREAS, the Department of Housing and Urban Development has expressed its concurrence in the Agency's entering into this Agreement and the land disposition provided for therein;

NOW, THEREFORE, each of the parties hereto, for and in consideration of the premises and the mutual obligations herein, does hereby covenant and agree with the other, as follows:

ARTICLE I. GENERAL TERMS OF CONVEYANCE OF PROPERTY

Sec. 1. Sale and Purchase Price. Subject to all the terms, covenants and conditions of this Agreement, the Agency, in accordance with the schedule hereinafter set forth, shall sell each of the Tracts constituting portions of the Property as described in Exhibit A and the Government shall purchase each of the Tracts and pay therefor the amounts set opposite each such Tract, respectively, as stated in Exhibit C annexed hereto (each such amount being hereinafter called the "Purchase Price" for the respective Tract), the aggregate thereof being \$2,664,111.

Sec. 2. Conveyance. The Agency shall convey to the Government, upon payment in full of the Purchase Price therefor by the Government, fee simple title to each Tract by quitclaim deed (hereinafter collectively called "Deed"), free of and without any right on the part of the Agency of reentry or reverter for condition broken, but subject to the existing steam line, it being agreed, however, that the Agency and NASA shall reasonably cooperate in providing for the continuance or relocation (after five years) of such line consistent with the sound development of the Center, and subject, in the case of the conveyances of Tract No. 2B and Tract No. 10, to easements to be reserved for underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundaries of said Tracts.

Sec. 3. Delivery of Deed.

(a) The Agency shall deliver the Deed and possession of the Tracts to the Government on such dates as the parties hereto shall mutually agree within the respective delivery periods specified in Exhibit C, or on such earlier or later dates as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Agency, and the Government shall accept each such conveyance and pay to the Agency at such time and place the Purchase Price therefor. It shall be a condition of the Agency's obligation to sell and convey, and the Government's obligation to purchase, any Tract that NASA shall on the original or any extended date for such sale and conveyance be authorized, and have funds available.

(1) to purchase such Tract, and

(2)(i) to perform all site improvements required on such Tract if the Contract Plans require no major building improvements on such Tract, or (ii) if the Contract Plans require major building improvements on such Tract, to construct substantially all such improvements thereon, except that if NASA shall then be authorized and have funds available to construct, and be engaged in or undertaking to commence promptly construction of, substantially all major building improvements on all Tracts theretofore conveyed to the Government (excluding any Tract then being utilized for temporary use as hereinafter provided), it shall be sufficient for the purposes of this clause (2)(ii) if NASA shall be authorized to and have funds available to construct at least one such major building improvement on the Tract, to be conveyed;

provided, however, that neither of the conditions specified in the preceding clause (2) need be complied with prior to or at the time of the conveyance of the Tract if the Government elects to postpone making improvements on such Tract in accordance with the Contract Plans for a period not exceeding three (3) years from the date of conveyance to the Government of such Tract and to make temporary use thereof during such period in a manner and for purposes, approved in advance by the Agency, incident to the construction of the Electronics Research Center in accordance with the Urban Renewal Plan, the Contract Plans and this Agreement. Only one such Tract may be so acquired and used at any one time without the express written consent of the Agency.

For purposes of this Section 3(a), a major building improvement shall mean any one of the following structures: Tower building No. 1, Tower building No. 2, the Auditorium/Cafeteria building, the Qualifications and Standards/Component Technology Laboratory building, the Microwave Radiation Laboratory building, the Space Optics/Space Guidance Laboratory building, the Systems/Control and Information Systems Laboratory building, the Power Conditioning and Distribution/Instrumentation Research Laboratory building, the Central Computer/Computer Research Laboratory building, and the Center Support building; substantially all the improvements on Tract 2(A & B) shall mean all of the following structures: Tower building No. 1, the Auditorium/Cafeteria building, the Microwave Radiation Laboratory building and the Center Support building; substantially all the improvements on Tract 3(A) shall mean the Space Optics/Space Guidance Laboratory building; and substantially all the improvements on Tract 3(B) shall mean either Tower building No. 2 or both the Systems/Control and Information Systems Laboratory building and the Power Conditioning and Distribution/Instrumentation Research Laboratory building.

If NASA is so authorized and has such funds available, NASA, acting by or, pursuant to due authorization or delegation, in the name of its Administrator or Deputy Administrator, shall so certify to the Agency in writing at the time of the conveyance. If NASA is not so authorized or does not have such funds available and if NASA, acting as aforesaid, shall certify to the Agency in writing that NASA has requested, and is then continuing to request such authorization and funds, the date for such sale and conveyance shall be extended from time to time for such period, not exceeding twelve (12) months at any one time, as NASA, acting as aforesaid, may request, but no such extended date shall, without the written consent of the Agency, be later than five (5) years after the period specified in Exhibit C for such conveyance.

At least fifteen (15) days prior to the date of any conveyance, unless the Agency shall otherwise agree, the Government shall advise the Agency in writing that the Government then needs all of the land then to be conveyed in order to proceed expeditiously with the construction of site improvements or major building improvement or improvements thereon and has the funds therefor or in order to make temporary use of the land in connection with the construction of the Electronics Research Center, in accordance with this Agreement.

(b) The consideration stated in each Deed shall be the actual consideration paid by the Government. Each Deed will be prepared by the Government and recorded with this Agreement (unless previously recorded) at its expense. Each Deed shall be substantially in accordance with the form attached hereto and made a part hereof as Exhibit D. The Agency shall pay for, and affix to each Deed, such documentary stamps as may be required by law.

Sec. 4. Title Evidence and Title.

(a) At least thirty (30) days prior to the date specified for the sale and conveyance of each Tract the Agency shall deliver or cause to be delivered to the Government, without cost to NASA, certified copies of all of the Orders of Taking, pursuant to which taking such Tract was acquired by the Agency, together with certificates of title with respect to those portions of the Tract which are registered land. The Agency at the same time will furnish to the Government documentary evidence to show compliance by the Agency with the provisions of Chapter 39, 79, 121 of the General Laws of Massachusetts insofar as they relate to acquisition of the Tract by eminent domain. Such proof shall consist of certified copies of extracts of meetings, certified resolutions, orders, and such other documentary proof to show that all statutory and charter provisions as to the authority of orders of agents who perform the acts recited in the orders of taking have been strictly complied with. The Agency shall, without cost to NASA, make all of its abstracts of title pertaining to the Property available for examination by the Government at the office of the Agency or its counsel and shall, upon request by the Government, lend any particular abstract or abstracts to the Government for a period not exceeding thirty (30) days in any instance.

(b) Title to the Property shall be subject to the approval of the Attorney General of the United States, and his written opinion thereof shall be obtained by the Government prior to conveyance thereof to the Government. The Agency shall obtain and record at the Agency's cost, such deeds, releases or other title instruments as the Attorney General of the United States may require to make the title to the Property satisfactory to him. The Property when conveyed to the Government shall be clear of all mineral rights, water rights, riparian rights, easements, restrictions and leases and of all judgments, taxes, liens or encumbrances of any kind, existing or inchoate, except those which may be waived by the Government, and except as otherwise expressly provided in this Agreement.

(c) Immediately preceding the payment of the purchase money by the Government, the Agency shall have said title evidence continued down to and including the recording of the deed, and also have appended to said title evidence the proper official certification showing that all taxes, special assessments, existing or inchoate, charges, liens, judgments, conveyances, mortgages, or encumbrances of any character whatsoever, standing as a charge against any part of the Tract at, or before, the date of recordation of the deed to the Government, have been duly paid, discharged, and released of record, so that an absolutely clear title to the whole of said Tract without restriction or reservation of any nature, shall then be vested in the Government, except as herein otherwise expressly provided, all without additional expense to NASA.

ARTICLE II. PREPARATION OF PROPERTY FOR REDEVELOPMENT,
AND ACCESS

Sec. 1. Work to be Performed by Agency. The Agency shall, prior to conveyance of any Tract, and without expense to NASA, prepare such Tract for redevelopment by the Government in accordance with the Urban Renewal Plan and this Agreement. Such preparation shall consist of the following (unless the Agency and the Government hereafter agree in writing that any of such preparation shall not be done; or that it shall be done subsequent to the conveyance of such Tract):

(a) Demolition and Removal. The demolition and removal of all existing buildings, structures and improvements on such Tract, including all walls, foundations and basement and cellar floors, slabs and footings thereof, and the removal of all bricks, lumber, pipes, equipment and other material, debris and rubbish resulting from such demolition.

(b) Removal of Paving. The removal of all paving (including catch basins, curbs, gutters, drives, and sidewalks) within or on such Tract.

(c) Removal of Public Utility Lines. The removal or inactivation by the Agency or by the appropriate public body or public utility company of all public utility lines, installations, facilities, and related equipment within or on such Tract.

(d) Filling and Grading. The filling of all basements or other excavations exposed as a result of the work performed by the Agency pursuant to this Section (except in the case of Tract No. 2 (A & B) where basements and other excavations may but need not be filled), with sand or sand and gravel to the level of the adjoining ground on all sides thereof, such filling, rough grading, and leveling of the land (but not including topsoil or landscaping) to permit proper drainage and place such Tract in a safe, clean, sanitary, and nonhazardous condition.

(e) Broad Canal. Filling of the portion of Broad Canal within such Tract to the level of the surrounding ground in a good and workmanlike manner, in accordance with specifications set forth in Exhibit E annexed hereto and made a part hereof.

Sec. 2. Expenses, Income and Salvage. All expenses, including current taxes, if any, relating to buildings or other structures demolished or to be demolished in accordance with Section 1 hereof shall be borne by, and all income or salvage received as a result of the demolition of such buildings or structures shall belong to, the Agency.

Sec. 3. Agency's Responsibilities for Certain Other Actions.

The Agency, without expense to NASA or assessments or claim against any Tract and prior to completion of the Improvements (or at such other time or times as the Government and the Agency may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, the following:

(a) Vacation of Streets. The closing and vacation of all existing streets and other rights-of-way which are to be closed and vacated within or abutting such Tract.

(b) Improvement and Construction of Streets. The improvement of the existing streets or other public rights-of-way, and the construction of new streets and other public rights-of-way, abutting on such Tract, in accordance with the technical specifications, standards, and practices of the City.

(c) Installation of Public Utilities. The installation or relocation of such sewers, drains, water and gas distribution lines, electric, telephone, and telegraph lines, and all other public utility lines, installation, and facilities as are necessary to be installed or relocated on or in connection with such Tract by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of such Tract: Provided, that the Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of such Tract between the Improvements to be constructed on such Tract by the Government and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and the Government shall secure any permits required for any such installation without cost or expense to the Agency.

Sec. 4. Access to Property. Prior to the conveyance of any Tract by the Agency to the Government, the Agency may from time to time, upon written request by NASA, authorize by written permission representatives and contractors of the Government to have access to any part of such Tract and any other part of the Property as to which the Agency then holds title, at all reasonable times. After the conveyance of any Tract, the Government shall have the right and easement to pass and repass over (and shall maintain in reasonably attractive appearance) the portions of land abutting such Tract which the Agency shall from time to time have acquired and has reserved for street widening or new street purposes (including a new street not more than one hundred (100) feet wide at or near the westerly side of the Property), until such time as the Agency or the City requires such

portions for such purposes, and subject to the installation by the Agency in and the use of such portions for underground utilities and other services. The location of the boundaries of such new street at or near the westerly side of the Property shall be determined no later than July 1, 1969, and the easterly boundary so determined shall not be easterly of the easterly line thereof as shown tentatively on the Plan referred to in Exhibit A annexed hereto. If any of such portions are not made a public street or part of a public street within ten (10) years after the date of this Agreement or five (5) years after the last conveyance under this Agreement, whichever is later, the Agency shall convey such portion to the Government without any additional payment and NASA shall redevelop such portion in accordance with the Urban Renewal Plan and this Agreement. The portion reserved for the public street at or near the westerly side of the Property but not required therefor after the determination of its boundaries shall be conveyed to the Government without any additional payment on a date to be mutually agreed within one hundred eighty (180) days after such determination but not earlier than the date of conveyance of Tract 9 hereunder, and thereupon the Government shall redevelop such land in accordance with the Urban Renewal Plan and this Agreement.

After the conveyance of any Tract by the Agency to the Government, the Government shall permit the representatives of the Agency, the City and the United States of America access to such Tract at all reasonable times which any of them deem necessary for the purposes of this Agreement, the Cooperation Agreement, or the Contract for Loan and Capital Grant, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Sec. 1. Approval of Construction. The Government shall redevelop the Property acquired by it by construction thereon of an Electronics Research Center (herein collectively referred to as the "Improvements") and all plans and specifications and all work by the Government with respect to such redevelopment of the Property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, the Contract Plans and this Agreement, including the plans, drawings and specifications submitted to and approved by the Agency as provided in this Section. Upon written request of the Agency from time to time, the Government will deliver to the Agency, to be retained by the Agency, plans with respect to the Improvements to be constructed or otherwise made by the Government on the Property, in sufficient completeness and detail to show that the Improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan, the Contract Plans

and this Agreement. In any event, any plans, drawings and specifications upon which the Government intends to invite bids for construction of such Improvements, or any part thereof, and any material change in any such plans, drawings or specifications, shall be delivered by the Government to the Agency in such completeness and detail for its review and approval. The Agency shall advise the Government in writing within: in the case of plans or drawings, thirty (30) days for each Tract; and in the case of specifications, ten (10) days for Tract 2 and fifteen (15) days for every other Tract after such submission whether or not said plans, drawings and/or specifications conform to the provisions of the Urban Renewal Plan, the Contract Plans and this Agreement, specifying in reasonable detail the respects, if any, in which they do not so conform. The Government shall, as promptly as practicable, modify such plans, drawings and/or specifications to the extent necessary to make them conform and shall resubmit any change to the Agency for review as aforesaid. If the Agency fails to submit its comments to the Government within said thirty (30), ten (10) or fifteen (15) day period, as the case may be, the plans, drawings and/or specifications delivered by the Government shall be deemed to conform, and the Government may thereupon proceed with the construction.

The Agency shall not be obligated to make conveyance of any Tract unless and until either (a) final plans and specifications for the Improvements then to be constructed on such Tract have been submitted to and approved by the Agency as provided in this Section, or (b) final plans and specifications for the foundation work for the Improvements then to be constructed on such Tract have been submitted to and so approved by the Agency and interim plans and specifications for the structure or structures then to be constructed on such Tract have been submitted to and so approved by the Agency, which interim plans and specifications are in conformity with the Urban Renewal Plan, the Contract Plans and this Agreement and are sufficiently complete to demonstrate to the Agency's satisfaction all significant architectural and design elements and characteristics of the Improvements, or (c) the Agency shall have approved temporary use of such Tract incident to the construction of the Electronics Research Center. If the Agency shall convey any Tract without first approving final plans and specifications for the Improvements to be made by the Government, the Government shall nevertheless submit final plans and specifications for review and approval by the Agency in accordance with this Section prior to undertaking such work, which final plans and specifications shall be in conformity with the Urban Renewal Plan, the Contract Plans, the approved interim plans and specifications, if any, for such Tract and this Agreement.

Sec. 2. Time for Construction. The Government shall commence the construction of the Improvements on each Tract within one hundred eighty (180) days after delivery to the Government of the Deed to and possession of the Tract; and, if the Agency shall have approved temporary use of the Tract prior to construction as

provided in Section 3(a) of this Agreement, the Government shall commence such construction on such Tract (to the extent that NASA is authorized, and funds have been made available for such construction) within one hundred eighty (180) days after termination of the approved period of temporary use of the Tract or if NASA does not then have such authorization and funds, within a reasonable time after it is so authorized and has funds available therefor. If no acceptable bid is received by the Government, the time for commencement of construction shall, upon written request by the Government, be extended as reasonably appropriate for not exceeding an additional period of one hundred eighty (180) days. The Government shall, upon commencement of any construction, diligently proceed to complete such construction as expeditiously as possible. In any event, the building improvement or improvements, which NASA shall at the time of the conveyance of the Tract have certified that it is then authorized to construct thereon and has funds available therefor, shall be completed within sixty (60) months after the delivery to the Government of the deed to and possession of such Tract; and, if the Agency shall have approved temporary use of the Tract prior to construction, the building improvement or improvements which NASA shall be authorized and have funds available to construct thereon shall be completed within sixty (60) months after the commencement of such construction.

Sec. 3. Certificate of Completion. Promptly after completion of the Improvements on any Tract in accordance with the provisions of this Agreement, and after receipt by the Agency of the Government's notice thereof, the Agency shall furnish to the Government an appropriate instrument, satisfactory to the Government, in recordable form, certifying that the provisions of this Agreement with respect to the construction of the Improvements on such Tract have been fulfilled and that the conveyance of such Tract shall not thereafter be deemed qualified or conditional except for such covenants as run with the land as set forth in Article IV of this Agreement.

ARTICLE IV. LAND USES

Sec. 1. Restrictions on Land Use. The Government agrees for itself, its successors and assigns, and each successor in interest to the Property or any part thereof, and each Deed shall contain, with respect to the Tract or Tracts thereby conveyed, covenants on the part of the Government for itself, and such successors and assigns, that the Government, and such successors and assigns, shall:

(a) Devote the property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan for the Project Area, as such Plan may be amended from time to time;

(b) Begin the building of its improvements on the property within a reasonable time after conveyance;

(c) Not dispose of any right under this Agreement or any right, title or interest in any part of the property prior to the completion of the improvements thereon without the written consent of the Agency; and

(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the property, or any improvements erected or to be erected thereon, or any part thereof.

Sec. 2. Duration of Covenants. It is intended and agreed, and each Deed shall so expressly provide, that:

(a) The covenants in this Article IV shall be covenants running with the land, and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and the United States of America (in the case of covenants provided in subparagraph (d), Section 1 of this Article IV), against the Government and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof;

(b) The covenants provided in subparagraphs (a), (b) and (c), Section 1 of this Article IV shall remain in effect until October 7, 1995, that is, for a period of thirty (30) years after the original approval of the Urban Renewal Plan by the Cambridge City Council, the City Manager and the Division of Urban Renewal of the Massachusetts Department of Commerce; and

(c) The covenant provided in subparagraph (d), Section 1 of this Article IV shall remain in effect until October 7, 2065, that is, for a period of one hundred (100) years after such original approval of the Urban Renewal Plan.

Sec. 3. Enforceability by Agency and Government. The Government, for itself and its successors and assigns, covenants and agrees that the Agency and the City shall each be deemed a beneficiary of the covenants provided in Section 1 of this Article IV, and the United States of America shall be deemed a beneficiary of the covenant provided in subparagraph (d), Section 1 of this Article IV, both for and in their and its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants have been provided. Such covenants shall run in favor of the Agency, and its successors and assigns, the City and the United States of America for the entire period during which such covenants shall be in force and effect without

regard to whether the Agency (or its successors or assigns), or the United States of America, has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants relate. The Government, for itself and its successors and assigns, covenants and agrees that all such covenants shall be contained in any instrument of conveyance relating to the property and that the Agency and the City shall each have the right, in the event of any breach of any such covenant, and the United States of America shall have the right, in the event of any breach of the covenant provided in subparagraph (d), Section 1 of this Article IV, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Sec. 1. Representation as to Redevelopment. The Government represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan, the Contract Plans and this Agreement.

Sec. 2. Prohibition Against Transfer of Property and Assignment. The Government has not made or created, and shall not, prior to the proper completion of the Improvements on any Tract, as certified by the Agency, make or create, or suffer to be made or created, (a) any total or partial sale, conveyance, or lease of such Tract, or any part thereof or interest therein, or (b) any assignment of this Agreement with respect to such Tract, or any part thereof, or (c) any agreement to do any of the foregoing, without the prior written approval of the Agency. Such approval shall be on such condition as the Agency may in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the Agency, of all obligations of the Government under this Agreement with respect to such Tract.

ARTICLE VI. REMEDIES.

Sec. 1. Notice of Default. In the event of any default under or breach of any of the terms or conditions of this Agreement by either party hereto, any successor or assignee of such party, or successor in interest to the Property, such party or successor or assignee shall, upon written notice from the other, proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. Such action shall be diligently pursued and shall be cured or remedied within a reasonable time.

Sec. 2. Default by Agency. In the event that the Agency shall be unable to give title or to make conveyance or to deliver

possession of any Tract as provided for herein, then, with respect to such Tract, (a) all obligations of the parties hereunder shall cease; and (b) this Agreement shall be void and without recourse to the parties hereto; provided, however, that the Agency shall use reasonable efforts to remove any defect in title and to deliver possession as herein agreed, and for this purpose the time for performance by the Agency shall be extended for a period of one hundred eighty (180) days, or such longer period as the Agency and the Government shall mutually agree; provided further that the Government shall have the election, either at the original or any extended time for performance, to accept such title as the Agency can deliver to such Tract and to pay therefor with such deduction, if any, as may be approved by the Department of Housing and Urban Development, in which case the Agency shall convey such title to the Government.

Sec. 3. Delays Beyond Control of Parties. For the purposes of this Agreement, neither the Agency nor the Government, as the case may be, nor any successor of either of them shall be considered in breach of or in default under its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government (but not including NASA), acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes; it being the purpose and intent of this provision that, in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency and the Government, as the case may be, shall be extended for the period of the enforced delay, provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of such delay and the cause or causes thereof and requested an extension for the period of the enforced delay.

ARTICLE VII. MISCELLANEOUS PROVISIONS

Sec. 1. Modification of Agreement. No variation or departure from any of the provisions of this Agreement shall be binding on the Agency or the Government unless previously agreed upon in writing by the Agency and the Government.

Sec. 2. Amendment of Urban Renewal Plan. The Urban Renewal Plan may be modified from time to time by the Agency, provided that the prior written consent of the Government is obtained with respect to any proposed modification of the provisions, regulations or controls thereof applicable to the Property or any public streets or rights-of-way abutting the Property.

Sec. 3. Agreement Survives the Deed. All the terms, covenants and conditions of this Agreement which involve the performance (or the non-performance) of any act or obligation after delivery of the Deed shall survive such delivery, it being intended that no provision of this Agreement shall be deemed to be merged into the Deed and the Deed shall not be deemed to affect or impair the provisions of this Agreement.

Sec. 4. Examination of Records. The Agency agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the rights to examine any directly pertinent books, documents, papers, and records of the Agency involving transactions related to the performance of this Agreement.

Sec. 5. Officials not to Benefit. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this Section shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Sec. 6. Conflict of Interest and Liability of Agency Personnel. No member, official, employee of the Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Government, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Government or successor on any obligations under the terms of this Agreement.

Sec. 7. Covenant Against Contingent Fees. The Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Agency for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to declare this Agreement terminated, without liability, or in its discretion to deduct from the Purchase Price the full amount of such commission, percentage, brokerage or contingent fee.

Sec. 8. Notice. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered or certified mail, postage prepaid, return receipt requested, and

(a) in the case of notice or communication to the Government, is addressed as follows: Director, Electronics Research Center, National Aeronautics and Space Administration, Cambridge, Massachusetts 02139; and

(b) in the case of a notice or communication to the Agency is addressed as follows: Chairman, Cambridge Redevelopment Authority, 57 Inman Street, Cambridge, Massachusetts 02139;

or is addressed in such other way in respect to either party as that party may, from time to time, designate in writing, dispatched as provided in this Section.

Sec. 9. Equal Opportunity. During the performance of this Agreement, the Agency and the Government agree as follows:

(a) Each party will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Each party will take affirmative action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

(b) Each party will, in all solicitations or advertisements for employees placed by or on behalf of such party, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) Each party will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Government, advising the said labor union or workers' representative of such party's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Each party will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor created thereby.

(e) Each party will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965,

and by the rules, regulations, and orders of the said Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the noncompliance by either party with the nondiscrimination clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part, and such party may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rules, regulations or orders of the Secretary of Labor or as otherwise provided by law.

(g) Each party will include the provisions of paragraph (2) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Unless otherwise provided, the "Equal Opportunity" clause is not required to be inserted in subcontracts below the second tier, except for subcontracts involving the performance of "construction work" at the "site of construction" (as those terms are defined in the Secretary of Labor's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the "Equal Opportunity" clause. Each party will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event such party becomes involved, in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, such party may request the Government to enter into such litigation to protect the interest of the Government.

In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246, shall to the extent that they are not inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of Executive Order 11246.

Sec. 10. Progress, Conferences and Advice. The parties intend to confer from time to time, but at least once each calendar quarter until the completion of all Improvements on the Property, for the purpose of discussing and keeping each other informed as to the development of the Property, the acquisition and availability of land and utility, servicing, pedestrian and other easements for the Center site, the exact location of the public street proposed at or near the westerly side of the Property and such other matters as may be appropriate, including having the Government advise the Agency of any delays or potential delays in the construction schedule to permit the Agency to readjust its land acquisition schedule and relocation schedule if necessary or desirable, and having the Agency advise the Government of any delays or potential delays in the schedule of land availability to the Government.

Sec. 11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Agency and, to the extent assignment by the Government is permitted hereunder, the assigns of the Government.

Sec. 12. Counterparts. This Agreement is executed in six counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto affixed and attested; and the Government has caused the same to be duly executed by National Aeronautics and Space Administration on or as of the day and year first above written.



Attest:

Mac C. Adams
Mac C. Adams
Associate Administrator
Office of Advanced Research
and Technology

UNITED STATES OF AMERICA
acting by and through

NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

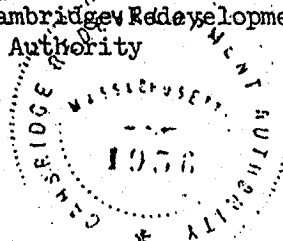
By Robert C. Seamans, Jr.
Robert C. Seamans, Jr.
Deputy Administrator

Attest:

Paul J. Frank
Paul J. Frank
Secretary and Administrative
Director
Cambridge Redevelopment
Authority

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Thomas J. Murphy
Thomas J. Murphy
Chairman



COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Then personally appeared the above-named THOMAS J. MURPHY and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me this 13th day of June, 1966.

Morris S. Phillips

Morris S. Phillips, Notary Public
My commission expires: January 7, 1967.



EXHIBIT APROPERTY

The Property is the land in the City of Cambridge Middlesex County, Massachusetts, generally shown on the Plan entitled "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts", dated April 12, 1966, with revisions dated April 29, 1966; May 4, 1966; May 24, 1966; and May 31, 1966; and bounded generally by Broadway, the Boston and Albany (Grand Junction Branch) Railroad, Binney Street, Third Street, Munroe Street, Fifth Street, Potter Street and Third Street, but excluding therefrom certain portions of land along Broadway, Binney Street and Third Street reserved by the Authority for street widening purposes and further excluding therefrom a portion of land along the westerly boundary of said land for new street purposes, all as shown on said Plan; said land being divided into and consisting of twelve (12) numbered tracts (collectively referred to in the Land Disposition Contract to which this Exhibit A is annexed as "Tracts" and individually by Tract number).

The exact location of the perimeter boundaries of the Property and of the several Tracts shall be determined by survey furnished by the Government and subject to mutual agreement by the parties.

The Tract identified as 9B R-W on said Plan shall be included as a part of Tract 9A R-W as shown thereon only if and to the extent that the Agency shall have acquired title thereto, it being understood that the Agency is not obligated hereunder so to do.

EXHIBIT BCONTRACT PLANS

Contract Plans (Development Proposal) are set forth in two volumes and a Supplement. Volume 1 is entitled "Electronics Research Center, Cambridge, Massachusetts, Development Proposal, United States National Aeronautics and Space Administration"; the Supplement is entitled "Supplement to Volume 1, Electronics Research Center, Cambridge, Massachusetts, Development Proposal, United States National Aeronautics and Space Administration"; and Volume 2 entitled "Design Criteria and Construction Standards, National Aeronautics and Space Administration, NASA Facility Publication - NPC 325-1, April 1965 Edition." Both volumes and the Supplement are incorporated herein by reference.

The Contract Plans (Development Proposal) outline the building and site development scheme, as presently developed, for the construction of the proposed Electronics Research Center of the National Aeronautics and Space Administration (NASA) in the Kendall Square Urban Renewal project area. Notwithstanding the execution by the Cambridge Redevelopment Authority and the United States of America of a Land Disposition Agreement, incorporating such Development Proposal therein, for the development of a portion of the project area as the site of the Center, such Development Proposal is, and will continue during the period of construction of the Center to be, under study by NASA to take into account modifications in architectural concepts and design which will, among other things, provide variation in facade and roof lines, variations in main and service entrances with respect to access, discharge, circulation and parking, including relationships to building development on the site as well as Center surroundings, and variations in location of building masses, with particular attention to future development beyond initial construction stages. Such modifications shall be submitted to the Cambridge Redevelopment Authority for review and approval.

EXHIBIT CTRACTPURCHASE
PRICEDELIVERY PERIOD

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120,500

230,400

143,500

248,700

158,500

190,311

55,000

\$2,664,111

Jun. 15, 1966

Jun. 15, 1966-Sep. 15, 1966

Oct. 15, 1966-Jan. 15, 1967

Jun. 15, 1967-Sep. 15, 1967

Oct. 15, 1967-Jan. 15, 1968

Oct. 15, 1967-Jan. 15, 1968

Oct. 15, 1967-Jan. 15, 1968

Oct. 15, 1967-Jan. 15, 1968

Mar. 15, 1968-Jun. 15, 1968

Oct. 15, 1968-Jan. 15, 1969

Oct. 15, 1969-Jan. 15, 1970

EXHIBIT D

FORM OF DEED

KNOW ALL MEN BY THESE PRESENTS THAT CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts, (hereinafter referred to as the Grantor), for and in consideration of the sum of _____ Dollars (\$ _____), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts;

(INSERT DESCRIPTION)

A portion of the above described premises is registered land and is described in Transfer Certificate of Title No. _____, Book _____, Page _____, in the Middlesex Registry District.

Being (a portion of the)(the same) premises acquired by the Grantor by Order of Taking, dated _____ 196 , and recorded in the Middlesex Registry of Deeds Southern District, Book _____, Page _____, and filed in said Registry District as Document No. _____. Also being (a portion of the)(the same) premises acquired by Grantor by deeds dated _____, and recorded in Middlesex Registry of Deeds Southern District, Book _____, Page _____, Book _____, Page _____, Book _____, Page _____.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) Devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) To begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) Not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the

community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the agreement or covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreements, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated _____, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, to be recorded herewith.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof this _____ day of _____ 1966.

CAMBRIDGE REDEVELOPMENT AUTHORITY

(SEAL)

ATTEST:

By _____
Chairman

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

(SEAL)

ATTEST:

By _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Then personally appeared the above-named
and acknowledged the foregoing instrument to be the free act and deed
of Cambridge Redevelopment Authority, before me

Notary Public

My commission expires:

EXHIBIT E

SPECIFICATIONS
FOR
FILLING AND BACKFILLING
OF BROAD CANAL

Fill Materials. Materials required for the filling of the Broad Canal shall consist of bankrun sandy gravels or gravelly sands practically free from loam and clay. The maximum size aggregate shall not exceed 6 inches. Of the component passing the 3-inch Sieve, not less than 25 percent shall be retained on the No. 4 Sieve and not more than 15 percent shall pass the No. 200 Sieve.

Preparation of Site. Prior to placement of any fill material, the canal shall be cleaned of all debris and other foreign matter. Except along the area where existing building foundations may be endangered, the canal side walls shall be removed and the debris from these walls, which may consist of reinforced concrete, granite blocks, piling, walers and sheeting, or other construction material, shall be disposed of off site by the contractor.

Placement of fill material. Dumping of fill materials will be permitted until the top of the fill is 18 inches above water. Above this level the material shall be dumped and spread in layers not exceeding 12 inches in loose thickness. Each layer shall be compacted by 6 passes of a crawler type tractor weighing at least 20,000 pounds. Placement of fill in this manner will continue to final finished grade.

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF:

April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT:

David S. Glater, Esq.
U. S. Department of Transportation

PRESENT OWNER:

United States of America
Book 11177 at Page 165 and
Registered Land Book 738 at Page 94
of the Middlesex County (Southern)
Registry of Deeds

PROPERTY LOCATION:

Tract 2A, on a Plan entitled, "Real Estate
Tract Map, National Aeronautics and Space
Administration, Electronics Research Center,
Cambridge, Massachusetts"(see Exhibit A)

LIENS AND ENCUMBRANCES:

None

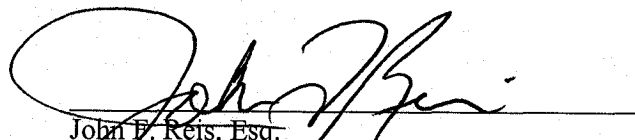
EASEMENTS AND RESTRICTIONS:

Supplement No. 2 to the Land Disposition Contract dated June 13, 1966 with the Cambridge Redevelopment Authority dated July 7, 1976 and recorded July 7, 1976 at 1:12 PM in Book 13011 at Page 268 of the Middlesex County (Southern) Registry of Deeds.

Land Disposition Contract with Cambridge Redevelopment Authority dated June 13, 1966 and recorded June 14, 1966 at 10:03 AM in Book 11137 at Page 315 of the Middlesex County (Southern) Registry of Deeds.

LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider any restrictions on the property as a result of the Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February, 1977, October, 1977, June, 1981, September, 1993 and September 1997).



John F. Reis, Esq.
Title Counsel/Title Examiner

EXHIBIT A

The original of this map is at a scale of 1" = 80 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 160 feet.

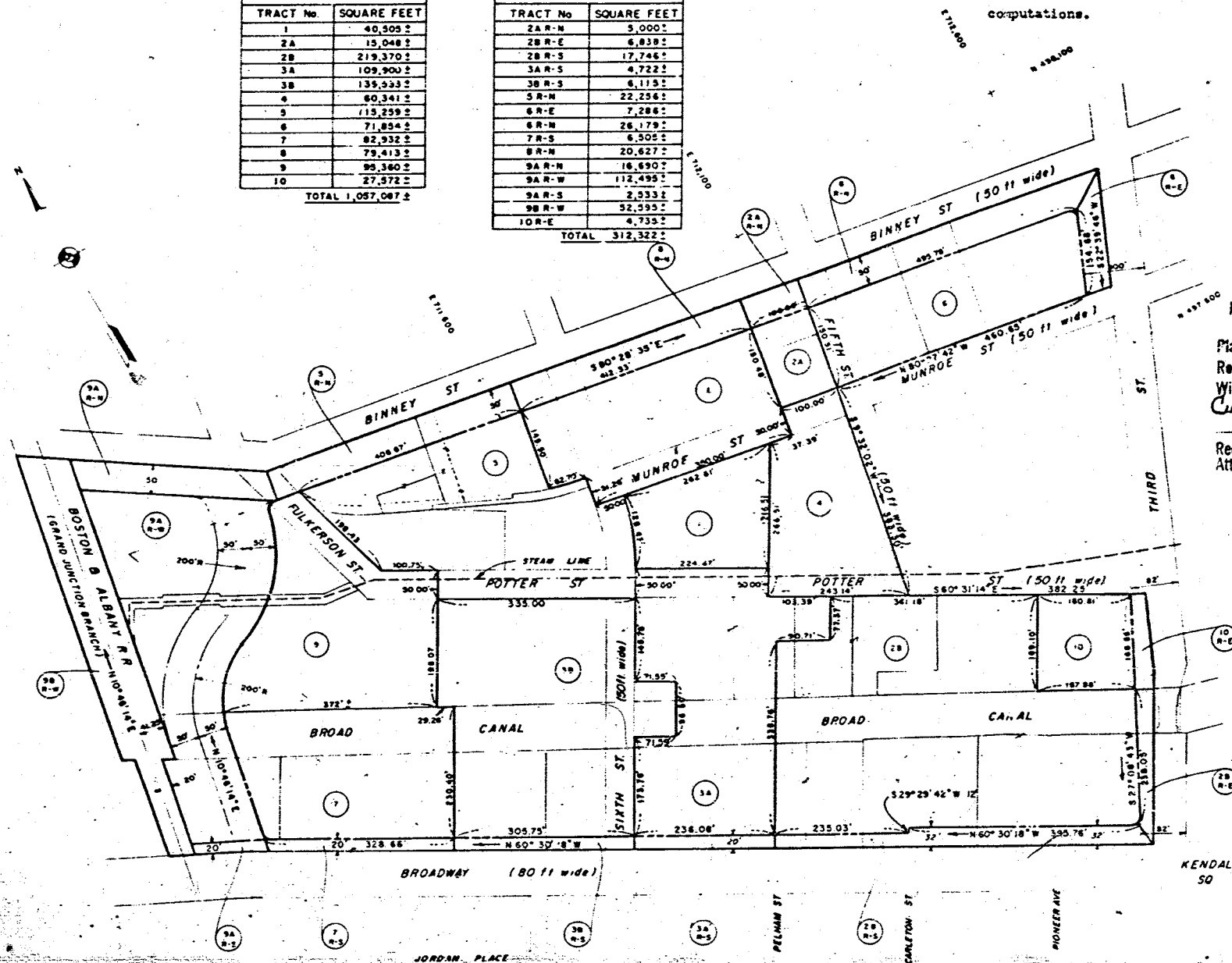
Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
TRACT No.	SQUARE FEET
1	40,505 ±
2A	15,048 ±
2B	219,370 ±
3A	109,900 ±
3B	135,533 ±
4	60,341 ±
5	115,259 ±
6	71,854 ±
7	82,932 ±
8	79,413 ±
9	95,360 ±
10	27,572 ±

TOTAL 1,057,087 ±

RESERVED STRIPS	
TRACT No.	SQUARE FEET
2A R-N	5,000 ±
2B R-E	6,838 ±
2B R-S	17,746 ±
3A R-S	4,722 ±
3B R-S	6,115 ±
5 R-N	22,256 ±
6 R-E	7,286 ±
6 R-N	26,179 ±
7 R-S	6,505 ±
8 R-N	20,627 ±
9A R-N	16,690 ±
9A R-W	112,495 ±
9A R-S	2,333 ±
9B R-W	32,595 ±
10 R-E	4,735 ±

TOTAL 312,322 ±



FEE 6.00
BY SW

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 715 of 1966
Rec'd JUNE 4 1966 at 10:03 a.m.
with AGMT. Doc. No. 59
CAMP. REDEVELOP. AUTH. ETAL

Recorded, Book 11137 Page 315
Attest: *[Signature]* REGISTER

SEE EXHIBIT "A" ANNEXED
TO LAND DISPOSITION CON-
TRACT BETWEEN CAMBRIDGE
REDEVELOPMENT AUTHORITY
AND UNITED STATES OF AME-
RICA FOR KENDALL SQUARE
URBAN RENEWAL AREA PRO-
JECT, CAMBRIDGE, MASSA-
CHUSETTS

PROJECT MAP

DEPT. OF THE

ENGINEER SERVICE

LOCATION OF PROJECT

STATE

COUNTY

DIVISION

DISTRICT

ARMY AREA

MADE OF

MADE OF

TRANSPORTATION FACILITIES

RAILROADS

STATE ROADS

FEDERAL ROADS

AIR LINES

ACQUISITION

TOTAL ACRES ACQUIRED

FE

PUBLIC DOMAIN: WITHDRAWAL

USE PERMIT (OTHER THAN P. D.):

TRANSFERS

LEASE

LESSOR INTERESTS:

DISPOSAL

TOTAL ACRES DISPOSED OF

SOLD

PUBLIC DOMAIN: WITHDRAWAL

USE PERMIT (OTHER THAN P. D.):

TRANSFERS

LEASES TERMINATED

LESSOR INTERESTS TERM.

REASSIGNED

OTHER

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW, ALL
SYMBOLS ARE STANDARD BY ARMY MAP SERVICE
TECHNICAL MANUAL NO. 22

RESERVATION LINE

RESERVATION LINE (Actual Survey)

TRACT BOUNDARY LINE

TRACT NUMBER

CONTOUR LINE

DISPOSAL

EXTENDED OWNERSHIP LINE

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND
CORPS OF ENGINEERS
60, THOMAS MASS.

DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY

REAL ESTATE
TRACT MAP

NATIONAL AERONAUTICS & SPACE ADMINISTRATION
ELECTRONICS RESEARCH CENTER
CAMBRIDGE, MASSACHUSETTS

DEED

KNOW ALL MEN BY THESE PRESENTS THAT CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of Thirty Thousand Dollars (\$30,000), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with: QUITCLAIM COVENANTS, the following described land:

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the intersection of the northerly line of Munroe Street and the westerly line of Fifth Street; thence running North $80^{\circ} 27' 42''$ West, a distance of 100.00 feet, along said northerly line of Munroe Street, to a point; thence running North $09^{\circ} 32' 02''$ East, a distance of 150.48 feet, by land of Austin-Hastings Co., Inc., to a point which is 50.00 feet distant southerly from and measured at right angles to the southerly line of Binney Street; thence running South $80^{\circ} 28' 35''$ East, by a line which is 50.00 feet southerly from and parallel with the southerly line of Binney Street, by land of the Cambridge Redevelopment Authority, a distance of 100.00 feet to the westerly line of Fifth Street; thence running South $09^{\circ} 32' 02''$ West, a distance of 150.51 feet, along said westerly line of Fifth Street, to the point of beginning.

Containing 15,048 square feet, more or less.

Included within the above-described premises conveyed hereby is certain registered land described in Land Court Certificate of Title No. 121615 in Book 738 Page 63, in the Middlesex South District Registry of Deeds, Land Registration Office, and described as follows:

A certain parcel of land situated in the City of Cambridge, County of Middlesex, and Commonwealth of Massachusetts, bounded and described as follows:

Easterly	By Fifth Street one hundred (100) feet;
Southerly	By Munroe Street one hundred (100) feet;
Westerly	By land now or formerly of Herbert Austin et al, one hundred (100) feet; and
Northerly	By land now or formerly of United States of America one hundred (100) feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 65, Page 65, with Certificate 9877.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portion of land abutting the premises conveyed hereby and situated between said premises and Binney Street (said portion being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 2A(R-10)) until such time as such portion may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portion in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

(For title, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, South District, Book 11044, Page 1, and filed in said Registry District as Document No. 429225.)

Said premises are referred to as Tract No. 2A on a Plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts", dated April 12, 1966; and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, a copy of which was recorded in the Middlesex South District Registry of Deeds on June 14, 1966 as Plan #715 of 1966.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) Devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) To begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) Not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

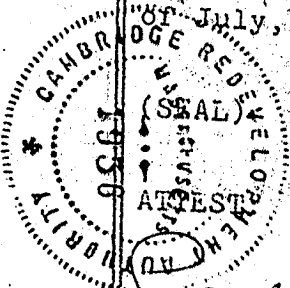
(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (a) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1955 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2005. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America. For the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (a) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 15, 1950, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 453534 in the Land Registration Office of said District.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 29th day of July, 1966.



CAMBRIDGE REDEVELOPMENT AUTHORITY

Thomas J. Murphy
Thomas J. Murphy, Chairman

Paul J. Frank
Paul J. Frank
Administrative Director and Secretary

(SEAL)



UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

ATTEST:

Charles J. Delaney
Charles J. Delaney
Chief Counsel
Electronics Research Center

By *Winston E. Kock*
Winston E. Kock
Director
Electronics Research Center

COMMONWEALTH OF MASSACHUSETTS

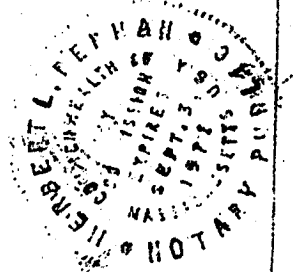
Suffolk, ss.

July 29, 1966

Then personally appeared the above-named Thomas J. Murphy and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me

Herbert L. Berman
Notary Public HERBERT L. BERMAN
My commission expires: Sep. 3, 1971

*For State Documentary Stamps
see original of this deed recorded
this day in the Land Registration
Records*



Transfer Certificate of Title.

No. 121644

From Transfer Certificate No. 121615 , Originally Registered July 29, 19 66 , in Registration
Book 738 Page 65 for the South Registry District of Middlesex County.

This is to Certify that

United States of America

of in the County of and Commonwealth of Massachusetts married.

is the owner in fee simple ,

of that certain parcel of land situate in Cambridge

in the County of Middlesex and said Commonwealth, bounded and described as follows:

Easterly by Fifth Street, one hundred feet;
Southerly by Monroe Street, one hundred feet;
Westerly by land now or formerly of Herbert Austin et al,
one hundred feet; and
Northerly by land now or formerly of the United States of America,
one hundred feet.

All of said boundaries are determined by the Court to be located as shown on a plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 65, Page 65, with Certificate 9877.

The above described land is subject to the Covenants and Agreements more particularly set forth in Deed Document No. 435270.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and any amendments thereto, and that the title of said

United States of America

to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

ELWOOD H. HETRICK, ESQUIRE
WITNESS, JUDGE OF THE LAND COURT, at Cambridge, in said County of Middlesex,

the first day of August the year nineteen hundred and sixty-six
at 12 o'clock and 5 minutes in the after-noon.

Attest, with the Seal of said Court,

Thomas F. Campbell
ACTING Assistant Recorder

Address of owner : National Aeronautics and Space Administration
c/o New England Division, Corps of Engineers
434 Trapelo Road, Waltham, Mass. 02154
Land Court Case No. 7106

MEMORANDA OF ENCUMBRANCES ON THE LAND DESCRIBED IN THIS CERTIFICATE. No. 121644.

[illegible]

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF:

April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT:

David S. Glater, Esq.
U. S. Department of Transportation

PRESENT OWNER:

United States of America
Book 11152 at Page 461 and
Registered Land Book 737 at Page 2
of the Middlesex County (Southern)
Registry of Deeds

PROPERTY LOCATION:

Tract 2B, on a Plan entitled, "Real Estate
Tract Map, National Aeronautics and Space
Administration, Electronics Research Center,
Cambridge, Massachusetts"(see Exhibit A)

LIENS AND ENCUMBRANCES:

None

EASEMENTS AND RESTRICTIONS:

Supplement No. 2 to the Land Disposition Contract dated June 13, 1966 with the Cambridge Redevelopment Authority dated July 7, 1976 and recorded July 7, 1976 at 1:12 PM in Book 13011 at Page 268 of the Middlesex County (Southern) Registry of Deeds.

Land Disposition Contract with Cambridge Redevelopment Authority dated June 13, 1966 and recorded June 14, 1966 at 10:03 AM in Book 11137 at Page 315 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated April 25, 1947 and recorded May 12, 1947 at 10:10 AM in Book 7142 at Page 599 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated October 31, 1946 and recorded in Book 7140 at Page 588 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated October 1, 1946 and recorded November 5, 1946 at 1:47 PM in Book 7057 at Page 13 of the Middlesex County (Southern) Registry of Deeds.

LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider any restrictions on the property as a result of the Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February, 1977, October, 1977, June, 1981, September, 1993 and September 1997).

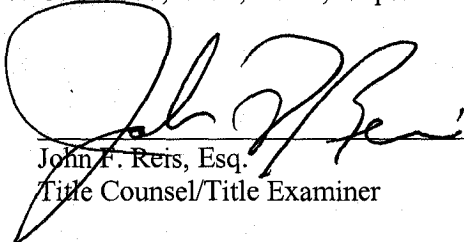

John F. Reis, Esq.
Title Counsel/Title Examiner

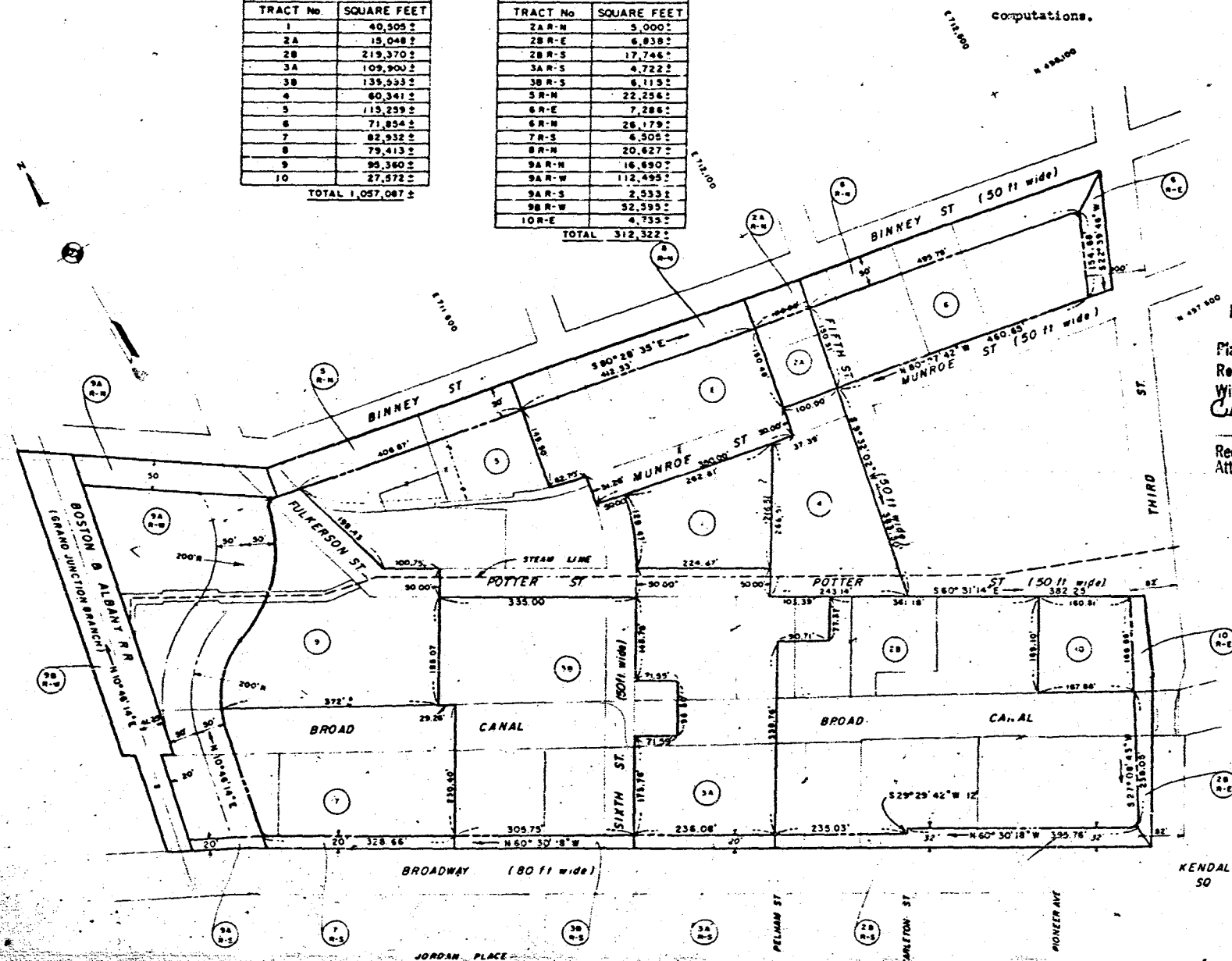
EXHIBIT A

The original of this map is at a scale of 1" = 50 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 150 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
TRACT No.	SQUARE FEET
1	40,305.2
2A	15,048.7
2B	219,370.2
3A	109,900.2
3B	135,593.2
4	60,341.2
5	115,239.2
6	71,854.2
7	82,932.2
8	79,413.2
9	95,360.2
10	27,572.2
TOTAL 1,057,087.2	

RESERVED STRIPS	
TRACT No.	SQUARE FEET
2A-R-N	3,000.2
2B-R-E	5,838.2
2B-R-S	17,746.2
3A-R-S	4,722.2
3B-R-S	6,119.2
5A-R-N	22,256.2
6A-R-E	7,286.2
6A-R-N	26,179.2
7A-R-S	4,305.2
8A-R-N	20,627.2
9A-R-N	16,690.2
9A-R-W	112,495.2
9A-R-S	2,933.2
9B-R-W	52,595.2
10A-R-E	4,735.2
TOTAL 312,322.2	



FEE 6.00
BY SW

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 715 of 1966
Rec'd JUNE 4 1966 at 10:03 a.m.
With AGMT. Doc. No. 59
CAMP REDEVELOP AUTH ETAL

Recorded, Book 11137 Page 315
Attest: REGISTER

James B. Buckley

SEE EXHIBIT "A" ANNEXED
TO LAND DISPOSITION CON-
TRACT BETWEEN CAMBRIDGE
REDEVELOPMENT AUTHORITY
AND UNITED STATES OF AME-
RICA FOR KENDALL SQUARE
URBAN RENEWAL AREA PRO-
JECT, CAMBRIDGE, MASSA-
CHUSETTS

PROJECT MAP

DEPT. OF THE

ARMY SERVICE

LOCATION OF PROJECT

STATE

COUNTY

CITY/TOWN

DISTRICT

ARMY AREA

OF

AREA

TRANSPORTATION FACILITIES

RAILROADS

STATE ROADS

FEDERAL ROADS

AIR LINES

ACQUISITION

TOTAL ACRES ACQUIRED

FEE

PUBLIC DOMAIN

WITHDRAWAL

USE PERMIT

USE PERMIT OTHER THAN F. D.

TRANSFER

LEASE

LESSOR INTEREST

DISPOSAL

TOTAL ACRES DISPOSED OF

SOLD

PUBLIC DOMAIN

WITHDRAWAL

USE PERMIT

USE PERMIT OTHER THAN F. D.

TRANSFERRED

LEASE

LESSOR INTEREST

REASONED

OTHER

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW MAP
SYMBOLS ARE STANDARD OF ARMY MAP SERVICE
TECHNICAL MANUAL NO. 22

RESERVATION LINE

RESERVATION LINE (Land Survey)

TRACT BOUNDARY LINE

TRACT NUMBER

CONTOUR LINE

DISPOSAL

EXTENDED OWNERSHIP LINE

U.S. ARMY ENGINEER DIVISION, NEW ENGLAND
CORPS OF ENGINEERS
BOSTON, MASS.

REAL ESTATE
TRACT MAP

NATIONAL AERONAUTICS & SPACE ADMINISTRATION
ELECTRONICS RESEARCH CENTER
CAMBRIDGE, MASS.

City of Cambridge Book 737 Page 2

SUBDIVISION PLAN OF LAND IN CAMBRIDGE

William S. Crocker, Inc., Surveyors

June 13, 1966

8046D

SIXTH ST.

PELHAM ST.

CARLETON ST.

PIONEER AVE.

THIRD

(60.00 Wide)

BROADWAY (80.00 wide)

2

1

STREET

CANAL

BROAD

Subdivision of Lots A¹ & A²
Shown on Plan 8046
Filed with Cert. of Title No. 57807
South Registry District of Middlesex County
Separate certificates of title may be issued for land
shown hereon as Lots 1 & 2
By the Court.

Middlesex South Registry District
OCT 21 1966

RECEIVED FOR REGISTRATION
10 O'CLOCK 5 M A M

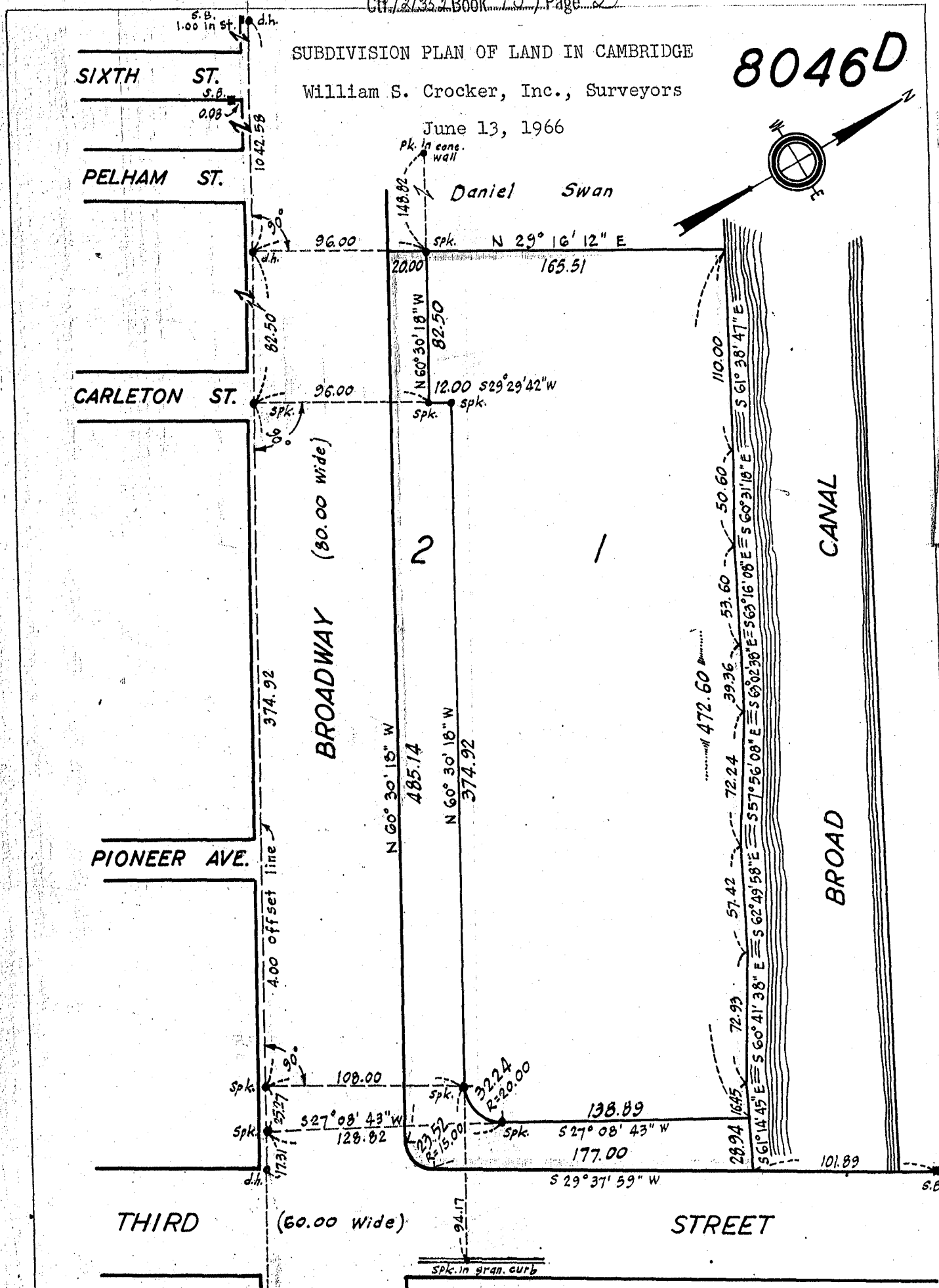
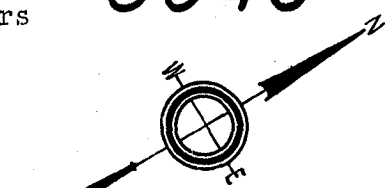
rd. #2.00.

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
JUNE 28, 1966
Scale of this plan 60 feet to an inch
C.M. Anderson, Engineer for Court

JUNE 28, 1966

Margaret M. Soley
Recorder

Recorder



DEED

KNOW ALL MEN BY THESE PRESENTS THAT CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of Six Hundred Fifty-Eight Thousand Dollars (\$658,000), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point on the southerly line of Potter Street, which point is 183.97 feet distant northwesterly from the intersection of the southerly line of Potter Street and the westerly line of Third Street, said point of beginning being also on the division line between land of Badger Manufacturing Corporation and land of Cambridge Redevelopment Authority; thence running by land of Badger Manufacturing Corporation South 29° 34' 08" West, a distance of 169.10 feet and South 61° 26' 13" East, a distance of 167.88 feet, to a point; thence running by other land of the Cambridge Redevelopment Authority South 27° 08' 43" West, a distance of 217.21 feet, to a point of curvature and by a curve to the right having a radius of 20.00 feet, an arc length of 32.24 feet, to a point of tangency, said point of tangency being 32.0 feet distant northerly from and measured at right angles to the northerly line of Broadway; thence running North 60° 30' 18" West, by a line which is 32.00 feet distant northerly from and parallel with the northerly line of Broadway, by the land of the Cambridge Redevelopment Authority, a distance of 374.92 feet, to a point; thence running South 29° 29' 42" West, a distance of 11.00 feet, by other land of the Cambridge Redevelopment Authority to a point which is 20.00 feet distant northerly from and measured at right angles to the northerly line of Broadway; thence running North 60° 30' 18" West, by a line which is 20.00 feet distant northerly from and parallel with the northerly line of Broadway, by other land of the Cambridge Redevelopment Authority, a distance of 235.03 feet, to a point; thence running by other land of the Cambridge Redevelopment Authority North 29° 44' 57" East, a distance of 338.76 feet, South 60° 30' 18" East, a distance of 90.71 feet and North 29° 29' 42" East, a distance of 77.37 feet, to a point in the southerly line of Potter Street; thence running South 60° 31' 14" East, a distance of 361.18 feet along said southerly line of Potter Street, to the point of beginning.

Containing 219,370 square feet, more or less.

It is my judgment that the microphotographic record of this instrument is insufficiently legible, accordingly under authority vested in me (General Laws Chapter 66, Section 3) I have retained the original in my custody. Said instrument may be examined upon request at the counter.


REGISTER OF DEEDS

Included within the above-described premises conveyed hereby is certain registered land described as follows:

A certain parcel of land situated in the City of Cambridge, County of Middlesex, and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at a POINT OF BEGINNING which is located by beginning on the westerly line of Third Street at a point of tangency of a corner rounding from Broadway; thence running North $29^{\circ}-37'-59''$ East, a distance of one hundred seventy-seven and $00/100$ (177.00) feet, along said westerly line of said Third Street, to a point on the southerly line of Broad Canal, now land of Cambridge Redevelopment Authority; and thence running North $61^{\circ}-14'-45''$ West, a distance of twenty-eight and $94/100$ (28.94) feet, along said southerly line of said Broad Canal to said POINT OF BEGINNING;

THENCE running South $27^{\circ}-08'-43''$ West, a distance of one hundred thirty-eight and $89/100$ (138.89) feet, through land of said Cambridge Redevelopment Authority, to a point of curvature;

THENCE running by a curve to the right, having a radius of twenty and $00/100$ (20.00) feet, an arc length of thirty-two and $24/100$ (32.24) feet, through land of Cambridge Redevelopment Authority, to a point of tangency;

THENCE running North $60^{\circ}-30'-18''$ West, a distance of three hundred seventy-four and $92/100$ (374.92) feet, through land of Cambridge Redevelopment Authority, to a point;

THENCE running South $29^{\circ}-29'-42''$ West, a distance of twelve and $00/100$ (12.00) feet, through land of Cambridge Redevelopment Authority, to a point;

THENCE running North $60^{\circ}-30'-18''$ West, a distance of eighty-two and $50/100$ (82.50) feet, through land of Cambridge Redevelopment Authority, to a point at other land of Cambridge Redevelopment Authority;

THENCE running North $29^{\circ}-16'-12''$ East, a distance of one hundred sixty-five and $51/100$ (165.51) feet, by said other land of Cambridge Redevelopment Authority, to a point on the southerly line of Broad Canal, now land of Cambridge Redevelopment Authority;

THENCE running along said southerly line of said Broad Canal by the following eight (8) courses:

South $61^{\circ}-38'-47''$ East, a distance of one hundred ten and $00/100$ (110.00) feet, to a point;

South 60°-31'-18" East, a distance of fifty and 60/100 (50.60) feet, to a point;

South 63°-08'-16" East, a distance of fifty-three and 60/100 (53.60) feet, to a point;

South 63°-02'-38" East, a distance of thirty-nine and 36/100 (39.36) feet, to a point;

South 57°-56'-08" East, a distance of seventy-two and 24/100 (72.24) feet, to a point;

South 62°-49'-58" East, a distance of fifty-seven and 42/100 (57.42) feet, to a point;

South 60°-41'-38" East, a distance of seventy-two and 93/100 (72.93) feet, to a point;
and

South 61°-14'-45" East, a distance of sixteen and 45/100 (16.45) feet, to said POINT OF BEGINNING.

Said parcel containing 75,653 square feet, more or less, being parts of the registered land described in Land Court Certificates of Title Nos. 121295 and 121296, in Book 736, at Pages 145 and 146, respectively, in the Middlesex Registry of Deeds, South District, and being shown as Parcel 1 on Land Court Plan No. 8046^d, entitled "Subdivision Plan of Land in Cambridge, Mass.", scale 40 feet to an inch, dated June 13, 1966, drawn by William S. Crocker, Inc., and being a subdivision of Lots A¹ and A² as shown on L.C.C. No. 8046^c.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portions of land abutting the premises conveyed hereby and situated between said premises and Third Street and Broadway, respectively (said portions being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 2B(R-E) and Tract No. 2B(R-S) and including the parcel shown as Parcel 2 on the Plan hereinbefore referred to, entitled "Subdivision Plan of Land in Cambridge, Mass.", dated June 13, 1966), until such time as such portions may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portions in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

Subject to easements granted to Cambridge Steam Corporation as set forth in instruments recorded with Middlesex Registry of Deeds, South District, Book 7057, Page 13, Book 7140, Page 588, and Book 7142, Page 599.

Subject further to an easement reserved by the Grantor for itself, its successors and assigns, to install, reinstall, maintain, repair, alter, use and remove underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundary of the above-described premises conveyed hereby.

(For title, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, South District, Book 11044, Page 1, and filed in said Registry District as Document No. 429225.)

Said premises are referred to as Tract No. 2B on a Plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts", dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, a copy of which was recorded in the Middlesex South District Registry of Deeds on June 14, 1966 as Plan #715 of 1966.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) Devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) To begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) Not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise

specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District.

For State Documentary Stamp
see original of this deed filed this day
in Land Court Records

This conveyance is free of and without any right on
the part of the Grantor of reentry or reverter for condition
broken.

WITNESS the execution hereof under seal this 29th
day of June, 1966.

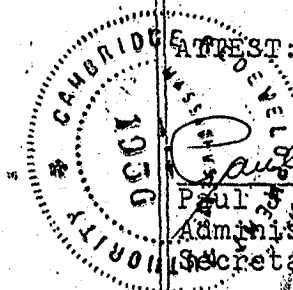
(SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

ATTEST:

By

Thomas J. Murphy
Chairman



Paul S. Frank
Paul S. Frank
Administrative Director and
Secretary

(SEAL)

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

ATTEST:

By

W. Crawford Henlop

Acting Director
Electronics Research Center



Charles J. Delaney
Chief Counsel
Electronics Research Center

COMMONWEALTH OF MASSACHUSETTS

Suffolk
Middlesex, ss.

June 29, 1966

Then personally appeared the above-named Thomas J. Murphy
and acknowledged the foregoing instrument to be the
free act and deed of Cambridge Redevelopment Authority, before me



Steven R. Rivkin

STEVEN R. RIVKIN
Notary Public
My commission expires: Dec. 8, 1972

Transfer Certificate of Title.

No. 121352

From Transfer Certificate Nos. (121295) , Originally Registered June 28, 1966 , in Registration
 Book 736 Pages (145) for the South Registry District of Middlesex County.

This is to Certify that

United States of America

of in the County of and Commonwealth of Massachusetts, married-

to is the owner in fee simple

of that certain parcel of land situate in Cambridge

in the County of Middlesex and said Commonwealth, bounded and described as follows:

Southeasterly, one hundred thirty-eight and 89/100 feet,
 Southerly, thirty-two and 24/100 feet being a curving line,
 Southwesterly, three hundred seventy-four and 92/100 feet,
 Southeasterly, twelve feet, and
 Southwesterly, eighty-two and 50/100 feet all by lot 2 as
 shown on plan hereinafter mentioned;
 Northwesterly by land now or formerly of Daniel Swan,
 one hundred sixty-five and 51/100 feet; and
 Northeasterly by the Southwesterly line of Broad Canal,
 four hundred seventy-two and 60/100 feet.

Said parcel is shown as lot 1 on said plan.

All of said boundaries are determined by the Court to be located as shown on a sub-
 division plan, as approved by the Court, filed in the Land Registration Office, a copy
 of which is filed in the Registry of Deeds for the South Registry District of Middlesex
 County in Registration Book 737, Page 2, with Certificate 121352.

There is appurtenant to the above described land rights in the canal, in common with
 others entitled thereto, under mutual grants made by Henry Hill, Rufus Davenport and
 others, in a certain instrument signed presumably July 8, 1806 and duly recorded in Book
 172, Page 496.

There is appurtenant to the above described land an easement over part lot 2, shown
 on said plan, as set forth in Deed Document No. 434243, subject to the condition and
 reservation therein contained.

The above described land is subject to and has the benefit of the Covenants and
 Agreements more particularly set forth in said Deed Document No. 434243.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and
 any amendments thereto, and that the title of said

United States of America

to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section
 forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also as aforesaid.

ELWOOD H. HETTRICK, ESQUIRE
 WITNESS, JUDGE OF THE LAND COURT, at Cambridge, in said County of Middlesex,

the thirtieth day of June the year nineteen hundred and sixty-six
 at 2 o'clock and 50 minutes in the after- noon.

Attest, with the Seal of said Court,

National Aeronautics and Space Administration
 c/o New England Division
 Address of owner: Corps of Engineers
 424 Trapelo Road, Waltham, Mass. 02154

Assistant Recorder

Land Court Case No. 8046

FORM 26 LC 4000 11/62

EASEMENT

HELEN M. ROBIE of Melrose, Middlesex County, Massachusetts, MARIE ARNSTEIN of New York City, New York, and ALICE WEISL of said New York City, hereinafter called the Grantors, for consideration paid, grant to CAMBRIDGE STEAM CORPORATION, a Massachusetts corporation with a usual place of business in said Cambridge, its successors and assigns, hereinafter called the Grantee, with quitclaim covenants, the right and easement, as long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of Cambridge owned by the Grantors, said main or mains to be laid beneath the surface of said way so that they will not interfere with travel over said way to and from the Grantors' premises, and all repairs shall be made as expeditiously as possible and in such manner as not to prevent ingress to and egress from the Grantors' premises.

The Grantors reserve for themselves, their successors and assigns, and others having a right to use said private way, the right to use said private way above said steam main.

It is agreed that said steam pipe and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns.

We, RICHARD S. ROBIE, husband of Helen M. Robie,
DANIEL G. ARNSTEIN, husband of Marie Arnstein, and EDWARD WEISL,

W. H. H.

- 2 -

husband of Alice Weisl, release to said Grantee all rights of tenancy by the curtesy and other interests therein.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 25th day of April A.D. 1947.

R. S. Robie

Helen M. Robie

Edwin L. Robie

Alice Weisl

Daniel B. Weinstein

Maria Weinstein

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 29

1947

and Richard S. Robie

Then personally appeared the above named Helen M. Robie of Melrose, Mass and acknowledged the foregoing instrument to be her free act and deed, before me

Clarence L. Hussey
Notary Public

Rec'd & entered for record May 12, 1947. at 10h. 10m. A. M.

588

BUTTS & ORDWAY COMPANY, a Massachusetts corporation with a usual place of business in the City of Cambridge, Massachusetts, hereinafter called the Grantor, for consideration paid, grants to CAMBRIDGE STEAM CORPORATION, a Massachusetts corporation with a usual place of business in Cambridge, Massachusetts, its successors and assigns, hereinafter called the Grantee, with quitclaim covenants, the right and easement, so long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of Cambridge owned by the Grantor, said main or mains to be laid beneath the surface of said way in such manner and at such times as not to interfere with or obstruct the use of said way by the Grantor, its successors and assigns and others having a right to use said Private Way, subject to the restrictions and limitations hereinafter set forth.

In consideration of the foregoing grant, the Grantee, its successors and assigns, specifically agree that no excavation will be made on said way for the purpose of laying mains, the reconstruction, repair, replacement and maintenance thereof, without the written approval of the Grantor. The Grantee will submit to the Grantor a schedule of any proposed work to be done, and agrees to do said work at such time and in such manner as may be agreeable to the Grantor to the end that said work shall not interfere with the operations or the use of said way by the Grantor, its successors, assigns, and licensees. Time and manner of operations being satisfactory to the Grantor, the latter agrees that it will not withhold its approval

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If the Grantee shall provide reasonable, adequate and uninterrupted access to and from the Grantor's premises during the course of such work. Immediately following the completion of the initial installation of the main or mains referred to herein, and such reconstruction, repair, replacement or maintenance as may be necessary from time to time, the Grantee agrees to replace the pavement and excavated material around and over said mains in such manner as to prevent, as far as possible, all settlement of the surface and to refill from time to time any depression in said way resulting from such settlement, using the same class and type of pavement now existing on said way. If any damage shall at any time result to the pavement on Potter Street, or to the property of the Grantor or to the railroad siding used by it on said street by reason of leakage from said mains or other cause relating thereto, said damage shall be repaired promptly and the premises shall be restored to as good condition as they were in when such damage occurred and reimbursement shall be made by the Grantee for all expense and loss to the Grantor resulting from such damage. The Grantee further agrees to protect, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, loss, cost, damage or expense to others resulting from the construction, reconstruction, repair or maintenance or use of said way by the Grantee, and in the event that this easement is abandoned, the Grantee will, if requested, remove said main or mains and refill, replace and repave said way at its own cost and in the manner and to the extent hereinabove provided.

It is also specifically understood and agreed that the rights of the Grantee under the terms of this agreement shall be limited to the laying of a main or mains in one operation, but said limitation shall not operate as a restriction on the rights of the Grantee to reconstruct, repair, replace and maintain said main or

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mains, provided the plans for said work and the time thereof are approved by the Grantor as hereinabove set forth.

And it is further understood and agreed that this Easement shall not be exclusive in so far as the rights of the Grantor in said way are concerned.

It is also agreed that said steam main or mains and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns.

In the event the Grantee fails to commence the construction herein contemplated and to exercise the rights herein granted within three (3) years from the date hereof, the Grantor at its option and election may cancel and terminate this instrument upon notice to the Grantee.

IN WITNESS WHEREOF, Butts & Ordway Company and Cambridge Steam Corporation have caused this instrument to be executed and their respective corporate seals to be affixed by their respective officers thereunto duly authorized, this 31st day of October, 1946.

BUTTS & ORDWAY COMPANY

By F. Marsena Butts
Treasurer

CAMBRIDGE STEAM CORPORATION

By W. H. Campbell
President

COMMONWEALTH OF MASSACHUSETTS
Middlesex, SS.

Then personally appeared the above named F. Marsena Butts, Treasurer of Butts & Ordway Company, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me,

May Alice Sullivan
Notary Public

feet to said Lincoln Court; thence Southwesterly by the Southeasterly line of said Court, seventy-two (72') feet to the point of beginning, with the right of way in said Court in common with others and also a right of eaves dripping as specified in deed of Stephen N. Ferrin to David S. Noyes, dated February 23, 1852, and recorded with said Deeds, Book 610, Page 250. Being the same premises conveyed to me by deed of Samuel Grossman, dated November 13, 1941 and recorded with Middlesex Deeds South District Book 6555 page 375. Said Deed being subject to all encumbrances of record. WITNESS my hand and seal this 30th day of October 1946 Jennie Shacter. THE COMMONWEALTH OF MASSACHUSETTS Middlesex ss. October 30 1946 Then personally appeared the above named Jennie Shacter and acknowledged the foregoing instrument to be her free act and deed, before me Meyer H. Goldman Notary Public My Commission expires Dec 6 1946 - - - - -

Middlesex ss. Nov. 5, 1946. 1h. 45m. P.M. Rec'd & Recorded.

EASEMENT Warren Brothers Roads Company, a Massachusetts corporation with a usual place of business in the City of Cambridge, Massachusetts, hereinafter called the Grantor, for consideration paid, grants to Cambridge Steam Corporation, a Massachusetts corporation with a usual place of business in Cambridge, Massachusetts, its successors and assigns, hereinafter called the Grantee, with QUITCLAIM COVENANTS, the right and easement, so long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of CAMBRIDGE owned by the Grantor, said main or mains to be laid beneath the surface of said Way in such manner and at such times as not to interfere with or obstruct the use of said Way by the Grantor, its successors and assigns and others having a right to use said Private Way, subject to the restrictions and limitations hereinafter set forth. In consideration of the foregoing grant, the Grantee, its successors and assigns, specifically agree that no excavation will be made on said Way for the purpose of laying mains, the reconstruction, repair, replacement and maintenance thereof, without the written approval of the Grantor. The Grantee will submit to the Grantor a schedule of any proposed work to be done, and agrees to do said work at such time and in such manner as may be agree-

WARREN BROTHERS
ROADS CO.
et al

EASEMENT
& AGMT.

able to the Grantor to the end that said work shall not interfere with the operations or the use of said Way by the Grantor, its successors, assigns, and licensees. Time and manner of operations being satisfactory to the Grantor, the latter agrees that it will not withhold its approval if the Grantee shall provide reasonable, adequate and uninterrupted access to and from the Grantor's premises during the course of such work. Immediately following the completion of the initial installation of the main or mains referred to herein, and such reconstruction, repair, replacement or maintenance as may be necessary from time to time, the Grantee agrees to replace the pavement and excavated material around and over said mains in such manner as to prevent, as far as possible, all settlement of the surface and to refill from time to time any depression in said Way resulting from such settlement, using the same class and type of pavement now existing on said Way. If any damage shall at any time result to the pavement on Potter Street, or to the property of the Grantor or to the railroad siding used by it on said Street by reason of leakage from said mains or other cause relating thereto, said damage shall be repaired promptly and the premises shall be restored to as good condition as they were in when such damage occurred and reimbursement shall be made by the Grantee for all expense and loss to the Grantor resulting from such damage. The Grantee further agrees to protect, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, loss, cost, damage or expense to others resulting from the construction, reconstruction, repair or maintenance or use of said Way by the Grantee, and in the event that this easement is abandoned the Grantee will, if requested, remove said main or mains and refill, replace and repave said Way at its own cost and in the manner and to the extent hereinabove provided. It is also specifically understood and agreed that the rights of the Grantee under the terms of this agreement shall be limited to the laying of a main or mains in one operation, but said limitation shall not operate as a restriction on the rights of the Grantee to reconstruct, repair, replace and maintain said main or mains provided the plans for said work and the time thereof are approved by the Grantor as hereinabove set forth. And it is further understood and agreed that this Easement shall not be exclusive insofar as the rights of the Grantor in said Way are concerned. It is also agreed that said steam main or mains and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns. In the event the Grantee fails to commence the construction herein contemplated and

exercise the rights herein granted within three (3) years from the date hereof, the Grantor at its option and election may cancel and terminate this instrument upon notice to the Grantee. IN WITNESS WHEREOF, Warren Brothers Roads Company and Cambridge Steam Corporation have caused this instrument to be executed and their respective corporate seals to be affixed by their respective officers thereunto duly authorized, this 31st day of October, 1946. - - - - -

Warren Brothers Roads Company (Corporate seal)

By- George E. Ham Treasurer

(R.E.R.)

Cambridge Steam Corporation (Corporate seal)

By- F. D. Campbell President

COMMONWEALTH OF MASSACHUSETTS Middlesex, SS. October 31, 1946 Then personally appeared the above-named George E. Ham, Treasurer of Warren Brothers Roads Company, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me, R. Gilman Wallace Notary Public (Notarial seal) My commission expires Oct. 4, 1951 - - - Middlesex ss. Nov. 5, 1946. 1h. 47m. P.M. Rec'd & Recorded.

COMMONWEALTH OF MASSACHUSETTS MIDDLESEX, SS. Cambridge, Oct. 31, 1946 I, E. Yerrinton, Clerk and Secretary of Warren Brothers Roads Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal office in the City of Cambridge, said Commonwealth, do hereby certify that the following is a true and exact copy of a vote passed at a special meeting of the stockholders of said Company held on the 31st day of October, 1946: "VOTED: That the Company grant an easement to Cambridge Steam Corporation to construct and maintain a steam main or mains under, along and across that part of a private way known as Potter Street in Cambridge, Massachusetts, owned by the Company, all as more specifically set forth in an instrument presented to the meeting, the execution of which by George E. Ham, the Treasurer of the Company, is sufficient identification thereof as the easement hereby authorized." E. Yerrinton Clerk and Secretary of Warren Brothers Roads Company THIS IS TO CERTIFY that the undersigned is Clerk of Warren Brothers Roads Company, a Massachusetts corporation; that the foregoing is a true and correct copy of a vote adopted by the stockholders of said Corporation at a meeting thereof duly convened and held on the 31st day of October, 1946, at which meeting a quorum was present and voting; that said vote has not been annulled, revoked or amended in any way whatsoever but is in full force and effect. WITNESS my hand and the seal of said Corporation hereunto affixed this 31st day

WARREN BROTHERS
ROADS CO.

VOTE & CTF.

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF:

April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT:

David S. Glater, Esq.
U. S. Department of Transportation

PRESENT OWNER:

United States of America
Book 11485 at Page 330 of the
Middlesex County (Southern) Registry
of Deeds

PROPERTY LOCATION:

Tract 3A, on a Plan entitled, "Real Estate
Tract Map, National Aeronautics and Space
Administration, Electronics Research Center,
Cambridge, Massachusetts"(see Exhibit A)

LIENS AND ENCUMBRANCES:

None

EASEMENTS AND RESTRICTIONS:

Supplement No. 2 to the Land Disposition Contract dated June 13, 1966 with the Cambridge Redevelopment Authority dated July 7, 1976 and recorded July 7, 1976 at 1:12 PM in Book 13011 at Page 268 of the Middlesex County (Southern) Registry of Deeds.

Land Disposition Contract with Cambridge Redevelopment Authority dated June 13, 1966 and recorded June 14, 1966 at 10:03 AM in Book 11137 at Page 315 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated April 25, 1947 and recorded May 12, 1947 at 10:10 AM in Book 7142 at Page 599 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated October 31, 1946 and recorded in Book 7140 at Page 588 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated October 1, 1946 and recorded November 5, 1946 at 1:47 PM in Book 7057 at Page 13 of the Middlesex County (Southern) Registry of Deeds.

LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider any restrictions on the property as a result of the Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February, 1977, October, 1977, June, 1981, September, 1993 and September 1997).

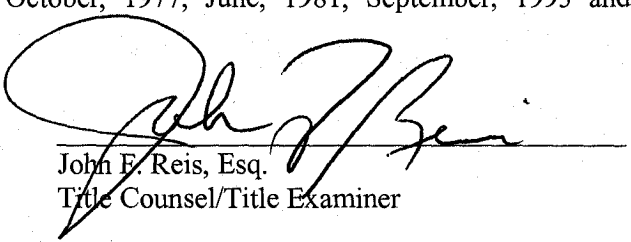

John E. Reis, Esq.
Title Counsel/Title Examiner

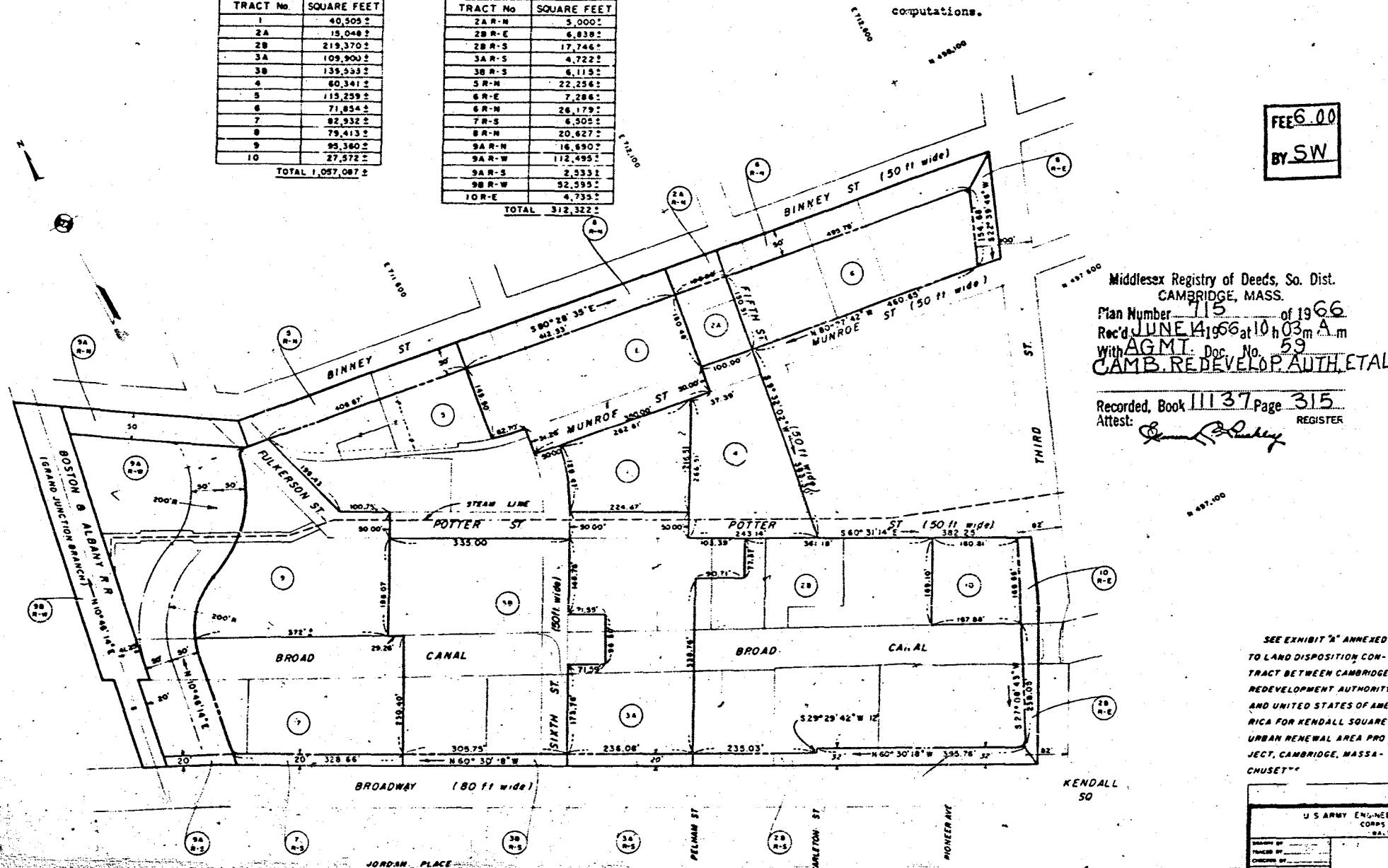
EXHIBIT A

The original of this map is at a scale of 1" = 80 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 160 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
TRACT No.	SQUARE FEET
1	40,505.2
2A	15,048.2
2B	219,370.2
3A	109,900.2
3B	135,533.2
4	60,341.2
5	115,239.2
6	71,854.2
7	82,332.2
8	75,413.2
9	95,380.2
10	27,572.2
TOTAL 1,057,087.2	

RESERVED STRIPS	
TRACT No.	SQUARE FEET
2A R-N	5,000.2
2B R-E	6,838.2
2B R-S	17,746.2
3A R-S	4,722.2
3B R-S	6,115.2
5 R-N	22,256.2
6 R-E	7,286.2
6 R-N	26,179.2
7 R-S	6,305.2
8 R-N	20,627.2
9A R-N	16,650.2
9A R-W	112,495.2
9A R-S	2,333.2
9B R-W	52,595.2
10 R-E	4,733.2
TOTAL 312,322.2	



PROJECT MAP

DEPT. OF THE

ARMY SERVICE

LOCATION OF PROJECT

STATE

COUNTY

DISTRICT

ARMY AREA

ANALYSIS OF

ANALYSIS OF

TRANSPORTATION FACILITIES

RAILROADS

STATE ROADS

LOCAL ROADS

AIR LINES

ACQUISITION

TOTAL ACRES ACQUIRED

FEE

PUBLIC DONATION WITHDRAWAL

USE PERMIT (OTHER THAN F. D.)

TRANSFER

LEASE

LESSER INTEREST

DISPOSAL

TOTAL ACRES DISPOSED OF

SOLD

PUBLIC DONATION WITHDRAWAL

USE PERMIT (OTHER THAN F. D.)

TRANSFER

LEASE

LESSER INTERESTS TOTAL

REASONED

OTHER

LEGEND

EXCEPT FOR THE SPECIAL SYMBOLS SHOWN BELOW ALL SYMBOLS ARE STANDARD IN ARMY MAP SERVICE TECHNICAL DRAWING NO. 22

RESERVATION LINE

RESERVATION LINE (LOCAL SERVICE)

TRACT BOUNDARY LINE

TRACT NUMBER

CONTOUR LINE

DISPOSAL

EXTENDED OWNERSHIP LINE

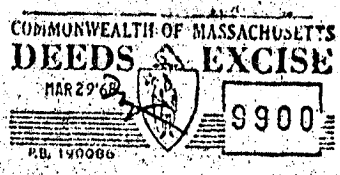
SEE EXHIBIT "A" ANNEXED TO LAND DISPOSITION CONTRACT BETWEEN CAMBRIDGE REDEVELOPMENT AUTHORITY AND UNITED STATES OF AMERICA FOR KENDALL SQUARE URBAN RENEWAL AREA PROJECT, CAMBRIDGE, MASSACHUSETTS

U.S. ARMY ENGINEER DIVISION, NEW ENGLAND DIVISION, CORPS OF ENGINEERS, WALTHAM, MASS.	
REAL ESTATE TRACT MAP	
NATIONAL AERONAUTICS & SPACE ADMINISTRATION, ELECTRONICS RESEARCH CENTER, CAMBRIDGE, MASS.	

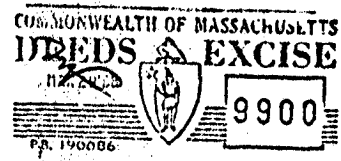
APR -1-68 AM 11:56 158RE * 700

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SOUTH



MIDDLESEX
SOUTH



DEED
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KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of Three Hundred Twenty-Nine Thousand Seven Hundred Dollars (\$329,700), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at the intersection of the southerly line of Potter Street and the easterly line of Sixth Street;

Thence running North 29°31'14" East, a distance of 50.00 feet, to a point at the intersection of the northerly line of Potter Street and the easterly line of Sixth Street;

Thence running South 60°31'14" East, a distance of 224.67 feet, along the northerly line of Potter Street, to a point;

Thence running South 29°28'46" West, a distance of 50.00 feet, to a point on the southerly line of Potter Street;

Thence running South 60°31'14" East, a distance of 103.39 feet, along the southerly line of Potter Street, to a point at land of the Grantee, formerly land of the Grantor;

Thence running by land of the Grantee, formerly land of the Grantor, South 29°29'42" West, a distance of 77.37 feet;

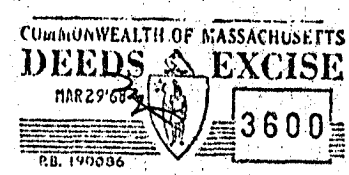
Thence running by said land of the Grantee, North 60°30'18" West, a distance of 90.71 feet;

Thence running by said land of the Grantee, South 29°44'57" West, a distance of 338.76 feet, to a point 20.00 feet distant northerly from the northerly line of Broadway;

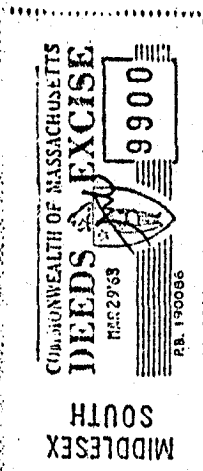
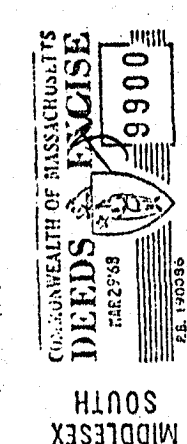
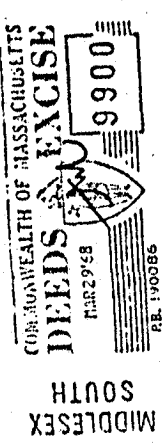
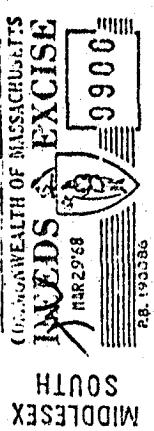
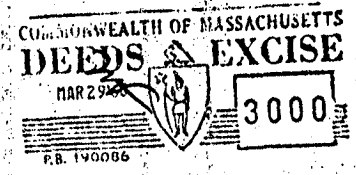
Thence running North 60°30'18" West, by a line which is 20.00 feet distant northerly from and parallel with the northerly line of Broadway, by other land of the Grantor, a distance of 236.08 feet to the easterly line of Sixth Street;

Thence running North 29°31'14" East, a distance of 173.76 feet, along said easterly line of Sixth Street, to a point;

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SOUTH



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SOUTH



Thence running by other land of the Grantor, South 60°30'18" East, a distance of 71.59 feet;

Thence running by said other land of the Grantor, North 29°29'42" East, a distance of 96.50 feet;

Thence running by said other land of the Grantor, North 60°30'18" West, a distance of 71.55 feet, to a point on the easterly line of Sixth Street;

Thence running North 29°31'14" East, a distance of 145.78 feet, along said easterly line of Sixth Street, to the point of beginning.

Containing 109,900 square feet, more or less, as shown on the plan hereinafter referred to.

Subject to easements granted to Cambridge Steam Corporation as set forth in instruments recorded with Middlesex South District Registry of Deeds, Book 7057, Page 13; Book 7140, Page 588; and Book 7142, Page 599.

Excepting and reserving to the Grantor, and its successors and assigns, and the employees and contractors of any thereof, the right and easement from time to time to enter upon the rectangular area which is located southwesterly of the other land of the Grantor described in the tenth course hereinbefore mentioned and is bounded northwesterly by the southeasterly line of Sixth Street, fifty (50) feet, and northeasterly by said other land of the Grantor seventy-one and 59/100 (71.59) feet, for the purpose of closing and removing said Sixth Street, including the bridge thereon.

For title reference, see Orders of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, Southern District, in Book 11044, Page 1, and filed in said Registry District as Document No. 429225; dated February 28, 1966 and recorded in said Registry in Book 11057, Page 248; and dated February 28, 1966 and recorded in said Registry in Book 11057, Page 255.

Said premises are referred to as Tract No. 3A on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) to begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the

terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 21st day of February, 1968.

(SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

ATTEST:

By Paul R. Corcoran
Paul R. Corcoran
Chairman

Robert F. Rowland
Robert F. Rowland
Executive Director and
Secretary

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

ATTEST:

By James C. Elms
(Name) James C. Elms
(Title) Director
Electronics Research Center

Charles J. Delaney
Charles J. Delaney
Chief Counsel
Electronics Research
Center

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 21, 1968

Then personally appeared the above-named Paul R. Corcoran and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me.

Vivian K. Brooks

Notary Public
My Commission Expires:
My Commission Expires Feb. 2, 1970.

The address of the grantee, United States of America, is NASA Electronics Research Center, 575 Technology Square, Cambridge, Massachusetts.

EASEMENT

HELEN M. ROBIE of Melrose, Middlesex County, Massachusetts, MARIE ARNSTEIN of New York City, New York, and ALICE WEISL of said New York City, hereinafter called the Grantors, for consideration paid, grant to CAMBRIDGE STEAM CORPORATION, a Massachusetts corporation with a usual place of business in said Cambridge; its successors and assigns, hereinafter called the Grantee, with quitclaim covenants, the right and easement, as long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of Cambridge owned by the Grantors, said main or mains to be laid beneath the surface of said way so that they will not interfere with travel over said way to and from the Grantors' premises, and all repairs shall be made as expeditiously as possible and in such manner as not to prevent ingress to and egress from the Grantors' premises.

The Grantors reserve for themselves, their successors and assigns, and others having a right to use said private way, the right to use said private way above said steam main.

It is agreed that said steam pipe and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns.

We, RICHARD S. ROBIE, husband of Helen M. Robie,
DANIEL G. ARNSTEIN, husband of Marie Arnstein, and EDWARD WEISL,

- 2 -

husband of Alice Weisl, release to said Grantee all rights of
tenancy by the curtesy and other interests therein.

IN WITNESS WHEREOF we have hereunto set our hands and
seals this 25th day of April A.D. 1947.

[Signature]
R. S. Robie
[Signature]
Helen M. Robie
[Signature]
Alice Weisl
[Signature]
Daniel G. Hornstein
[Signature]
Marie Crustine

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 29 1947

and Richard S. Robie
Then personally appeared the above named Helen M. Robie
of Melrose, Mass and acknowledged the foregoing instru-
ment to be her free act and deed, before me

[Signature]
Notary Public

Rec'd & entered for record May 12, 1947. at 10h. 10m. A. M.

588

BUTTS & ORDWAY COMPANY, a Massachusetts corporation with a usual place of business in the City of Cambridge, Massachusetts, hereinafter called the Grantor, for consideration paid, grants to CAMBRIDGE STEAM CORPORATION, a Massachusetts corporation with a usual place of business in Cambridge, Massachusetts, its successors and assigns, hereinafter called the Grantee, with quitclaim covenants, the right and easement, so long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of Cambridge owned by the Grantor, said main or mains to be laid beneath the surface of said way in such manner and at such times as not to interfere with or obstruct the use of said way by the Grantor, its successors and assigns and others having a right to use said Private Way, subject to the restrictions and limitations hereinafter set forth.

In consideration of the foregoing grant, the Grantee, its successors and assigns, specifically agree that no excavation will be made on said way for the purpose of laying mains, the reconstruction, repair, replacement and maintenance thereof, without the written approval of the Grantor. The Grantee will submit to the Grantor a schedule of any proposed work to be done, and agrees to do said work at such time and in such manner as may be agreeable to the Grantor to the end that said work shall not interfere with the operations or the use of said way by the Grantor, its successors, assigns, and licensees. Time and manner of operations being satisfactory to the Grantor, the latter agrees that it will not withhold its approval

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